

## Bellevue City Council Meeting

Tuesday, February 27, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. INVOCATION - Pastor Ryan Jantz, Middle School  
Pastor at Lifespring Church, 13904 South 36th  
Street
2. CALL TO ORDER AND ROLL CALL
3. OPEN MEETINGS ACT - Posted in the Entry to the  
Council Chambers
4. APPROVAL OF AGENDA CONSENT AGENDA MINUTES AND  
ADVISORY COMMITTEE REPORTS :
  - a. Approval of Agenda
  - b. Approval of Consent Agenda
    1. \*Approval of the Minutes from the February  
12, 2018, Meeting of the City Council
    2. Approve & Authorize the Mayor to sign an  
Affiliation Agreement and Business  
Associate Agreement with Southeast  
Community College to allow SECC students  
to ride with Bellevue Fire Dept. for  
Field Internship (Continued from 2/12/18)
    3. Approval of the FY17 CDBG Subrecipient  
Agreement with Diane Bruce, B&B Classic  
Digs, for \$125,000
    4. Approval of the FY17 CDBG Subrecipient  
Agreement with Bellevue Junior Sports  
Association for \$8,000
    5. Approval of the FY17 CDBG Subrecipient  
Agreement with Habitat for Humanity of  
Sarpy County for \$50,000
    6. Approval of the FY17 CDBG Subrecipient  
Agreement with Heartland Family Service  
for \$39,780
    7. Approval of the Annual PowerDMS License  
Agreement for one -year in the amount of  
\$3,938.99
5. APPROVAL OF CLAIMS
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES: None
8. ORDINANCES FOR ADOPTION (3rd reading): None
9. ORDINANCES FOR ADOPTION (2nd reading):
  - a. Ordinance No. 3901: Compensation Ordinance
10. ORDINANCES FOR ADOPTION (1st reading): None
11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Bellevue Amateur Radio Club - Event License  
Application for ARRL Field Day to be held  
June 23 at 8:00 a.m. through June 24 at 3:00  
p.m. in Washington Park
12. RESOLUTIONS: None
13. CURRENT BUSINESS: None
14. ADMINISTRATION REPORTS - Comments must be limited  
to items on the current Reports

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION:

a. Reuse of World Baseball Village Property

17. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, February 12, 2018, Page 1

In the absence of Mayor Rita Sanders, a regular meeting of the Mayor and Council of the City of Bellevue was called to order by Council President Jim Moudry at the Bellevue City Hall on the 12<sup>th</sup> day of February, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

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

## **Pledge of Allegiance**

Council President Moudry led in the Pledge of Allegiance.

## **Open Meetings Act**

Council President Moudry announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

## **Approval of the Agenda**

**Motion** was made by Shannon, seconded by Burns, to remove Item 11c, Resolution No. 2018-06: Tobacco/Smoke Free Policy for City Parks and Other Public Facilities. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Burns, and Moudry voted yes; voting no: Preister. Motion carried.

**Motion** was made by Shannon, seconded by Cook, to approve the agenda as amended. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **Approval of the Consent Agenda**

Mr. Shannon requested Items 3b.2, Approval of Claims, and 3b.6, Approve & Authorize Mayor to sign Affiliation Agreement with Southeast Community College to allow SECC students to ride with Bellevue Fire Dept. for Field Internship, be removed from the Consent Agenda. City Administrator Joe Mangiamelli stated the Claims will be handled next and the SECC item will be handled as Item 12f.

**Motion** was made by Shannon, seconded by Preister, to approve the consent agenda as amended. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **Approval of Claims**

**Motion** was made by Preister, seconded by Burns, to approve the payment of claims as presented.

Council discussion/questions.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **SPECIAL PRESENTATIONS: None**

## **LIQUOR LICENSES:**

### **Bellevue Volunteer Firefighters Hall – Application for a Special Designated Liquor License on March 17, 2018**

The application of the Bellevue Volunteer Firefighters Hall for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a beer garden outside 2108 Franklin Street for the St. Patrick's Day event on March 17, 2018, from 4:00 p.m. to 12:00 a.m., was presented for Council consideration. Mr. Glenn Kohlscheen was present to answer any questions.

Council President Moudry asked for public comment. No one in the audience came forth to speak in support of or in opposition to the application. Council President Moudry declared the public hearing closed.

**Motion** was made by Cook, seconded by Hansen, to recommend to the Nebraska Liquor Control Commission the application of the Bellevue Volunteer Firefighters Hall for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a beer garden outside 2108 Franklin Street for the St. Patrick's Day event on March 17, 2018, from 4:00 p.m. to 12:00 a.m., be approved.

Mr. Moudry advised he would be abstaining from the vote due to personal and religious reasons.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

## **ORDINANCES:**

### **Ordinance No. 3895: Repealing Ordinance No. 3879, creating Street Improvement Districts 2017-1 through 2017-4, inclusive (Third Reading)**

Ordinance No. 3895, an ordinance to repeal Ordinance 3879, adopted by the Bellevue City Council on May 8,

# MINUTE RECORD

Bellevue City Council Meeting, February 12, 2018, Page 2

2017, creating Street Improvement District Nos. 2017-1 to 2017-4 inclusive in the City of Bellevue, Nebraska, was read by title only for the third and final reading.

**Motion** was made by Shannon, seconded by Hansen, that Ordinance No. 3895 be adopted. Council President Moudry asked "Shall Ordinance No. 3895 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3895 passed and adopted.

**Ordinance No. 3896: Repealing Ordinance No. 3879, creating Sidewalk Improvement Districts 2017-1 through 2017-6, inclusive (Third Reading)**

Ordinance No. 3896, an ordinance to repeal Ordinance 3879, adopted by the Bellevue City Council on August 14, 2017, creating Sidewalk Improvement District Nos. 2017-1 to 2017-6 inclusive in the City of Bellevue, Nebraska, was read by title only for the third and final reading.

**Motion** was made by Preister, seconded by Burns, that Ordinance No. 3896 be adopted. Council President Moudry asked "Shall Ordinance No. 3896 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3896 passed and adopted.

**Ordinance No. 3897: Creating Street Improvement Districts 2018-1 through 2018-6, for the purpose of bonding (Third Reading)**

Ordinance No. 3897, an ordinance creating Street Improvement Districts Nos. 2018-1 to 2018-6 inclusive in the City of Bellevue, Nebraska, ordering the construction of street improvements therein, and ordering the publication of the ordinance in pamphlet form, was read by title only for the third and final reading.

**Motion** was made by Preister, seconded by Burns, that Ordinance No. 3897 be adopted. Council President Moudry asked "Shall Ordinance No. 3897 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3897 passed and adopted.

**Ordinance No. 3898: Creating Sidewalk Improvement Districts 2018-1 through 2018-6, inclusive (Third Reading)**

Ordinance No. 3898, an ordinance creating Sidewalk Improvement Districts Nos. 2018-1 to 2018-6 inclusive in the City of Bellevue, Nebraska, ordering the construction of sidewalk improvements therein, and ordering the publication of the ordinance in pamphlet form, was read by title only for the third and final reading.

**Motion** was made by Burns, seconded by Cook, that Ordinance No. 3898 be adopted. Council President Moudry asked "Shall Ordinance No. 3898 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3898 passed and adopted.

**Ordinance No. 3899: Amending Sections 5.22, 5.23, and 5.24 of the Bellevue Zoning Ordinance regarding Self-Service Laundry Facilities Applicant: TCH, Inc. and City of Bellevue (Third Reading)**

Ordinance No. 3899, an ordinance to amend Sections 5.22, 5.23, and 5.24, Ordinance No. 3619 Bellevue Zoning Ordinance, relating to Laundry Self Service Automatic in the BG General Business Zoning District, BGM Metropolitan General Business Zoning District, and BGH Heavy General Business Zoning District; to repeal such Sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the third and final reading.

**Motion** was made by Shannon, seconded by Preister, that Ordinance No. 3899 be adopted.

**Motion** was made by Shannon, seconded by Cook, to amend Ordinance No 3899 by setting a limit of 50 machines in Sections 5.22.02, paragraph one, line vv; 5.23.02, paragraph one, line uu; and 5.24.02, paragraph one, line uu and adding a requirement for two parking spots for the purpose of loading and unloading under General Conditions. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Council President Moudry asked "Shall Ordinance No. 3899 be passed and adopted as amended?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3899 passed and adopted.

**Ordinance No. 3900: Rezoning Lots 1 through 227 and Outlots A through D, Falcon Pointe, from AG to RS-72 and RG-50-PS for the purpose of Residential Development Applicant: Charleston Homes General Location: Southwest Corner of 48<sup>th</sup> Street and Capehart Road (Third Reading)**

Ordinance No. 3900, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about the Southwest corner of South 48<sup>th</sup> Street and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the third and final reading.

**Motion** was made by Cook, seconded by Preister, that Ordinance No. 3900 be adopted.

Council discussion/questions.

# MINUTE RECORD

Bellevue City Council Meeting, February 12, 2018, Page 3

Council President Moudry asked "Shall Ordinance No. 3900 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Council President Moudry proclaimed Ordinance No. 3900 passed and adopted.

**Motion** was made by Cook, seconded by Burns, to approve the Preliminary Plat for Lots 1 through 227 and Outlots A-D, Falcon Pointe. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **Ordinance No. 3901: Compensation Ordinance (First Reading)**

Ordinance No. 3901, an ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing ordinance no. 3828; and providing for an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 27<sup>th</sup>.

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:** None

## **RESOLUTIONS:**

### **Resolution No. 2018-04: Amending the Master Fee Schedule to add the Pet Avocacy Permit Fee**

**Motion** was made by Cook, seconded by Shannon, to approve Resolution No. 2018-04. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Resolution No. 2018-05: Designating the Bellevue Bicycle Club's annual "Ride of Silence" on May 16, 2018, from 7:00 to 8:00 p.m. as a Special Event for the use of a portion of Highway 370 from 42<sup>nd</sup> Street, East to the Northbound exit lane of Fort Crook Road**

**Motion** was made by Burns, seconded by Preister, to approve Resolution No. 2018-05. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Resolution No. 2018-07: Approving the City of Bellevue One- and Six-Year Plan**

Street Superintendent Bobby Riggs reviewed the road projects to be completed this year. Council discussion/questions.

**Motion** was made by Shannon, seconded by Preister, to approve Resolution No. 2018-07. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **CURRENT BUSINESS:**

### **Approval of Addendum #2 to the Geographic Information System (GIS) Interlocal Agreement (\$25,630 for FY 2018; \$32,902 for FY 2019)**

**Motion** was made by Preister, seconded by Burns, to approve Addendum #2 to the Geographic Information System (GIS) Interlocal Agreement (\$25,630 for FY 2018; \$32,902 for FY 2019). Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Authorizing the Renewal of a Lease of a Vehicle for use by the Officer assigned to the DEA Task Force**

**Motion** was made by Shannon, seconded by Cook, to authorize the renewal of a lease of a vehicle for use by the officer assigned to the DEA Task Force. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Approval to Enter into a TraCS Agreement Contract, a software sharing agreement, on a Renewable Basis with the Nebraska State Patrol**

**Motion** was made by Shannon, seconded by Hansen, to approve to enter into a TraCS Agreement Contract, a software sharing agreement, on a renewable basis with the Nebraska State Patrol. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Approval of 'Exhibit B,' a Sublicense Agreement between the Nebraska Crime Commission and the Bellevue Police Department to operate the TRACS Software**

**Motion** was made by Shannon, seconded by Preister, to approve 'Exhibit B,' a Sublicense Agreement between the Nebraska Crime Commission and the Bellevue Police Department to operate the TRACS Software. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Approval of the Marathon Equity LLC Redevelopment Agreement and TIF Note**

**Motion** was made by Cook, seconded by Burns, to approve the Marathon Equity LLC Redevelopment Agreement and TIF Note. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Approve & Authorize Mayor to sign Affiliation Agreement with Southeast Community College to allow SECC students to ride with Bellevue Fire Dept. for Field Internship**

**Motion** was made by Shannon, seconded by Hansen, to continue this item until the February 27<sup>th</sup> meeting.

# MINUTE RECORD

Bellevue City Council Meeting, February 12, 2018, Page 4

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## ADMINISTRATION REPORTS

Council President Moudry asked if there were any questions for Mr. Mangiamelli or any of the Directors on the reports presented. Mr. Shannon questioned Finance Director Severson on the changes in the "forecast" for the budget.

## PUBLIC REQUESTS TO BE HEARD:

Council President Moudry read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

**Mr. Michael Wills** complimented the Street Department for all the work they have done with snow removal and he noted the usefulness of contingency planning.

**Mrs. Dorene Sherman** said it was a historical night since this was the last City Council meeting in the Mission Avenue building. She is very grateful for the Fire and Police Department and for all the hard work done by the Council.

**Mr. Chuck Fredrick** stated the next Mayor should decide if an Assistant City Administrator is needed. The City needs to have a full-time attorney, a monthly balance sheet, to have the State Auditor do the audit, and most of all, be fiscally responsible and have accountability.

Council President Moudry asked for additional comments from the public. No one came forward to speak. Council President Moudry closed the public requests to be heard section of the meeting.

## CLOSED SESSION

**Motion** was made by Burns, seconded by Cook, to adjourn into closed session, for the protection of the public interest, at 7:23 p.m. for the purpose of a litigation settlement update. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

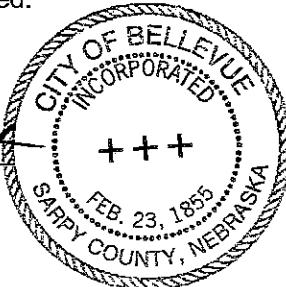
In addition to the City Council, City Administrator Joe Mangiamelli, Assistant City Attorney Timothy Buckley, Molly Miller from the City Attorney's office, and Acting Police Chief Dave Stukenholtz were asked to participate.

**Motion** was made by Preister, seconded by Cook, to adjourn from closed session and reconvene in regular session at 7:50 p.m. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Preister, seconded by Cook, at 7:50 p.m. the meeting adjourned.

  
Sabrina Ohnmacht, City Clerk



\_\_\_\_\_  
Jim Moudry, Council President

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 12, 2018; 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.

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*36.22  
2-12-18  
27

COUNCIL MEETING DATE: 2/12/18 04/17/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Shari Lentsch, Fire Department	SPECIAL PRESENTATION	
	LIQUOR LICENSE	
	ORDINANCE	
	PUBLIC HEARING	
	RESOLUTION	
	CURRENT BUSINESS	
	OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

Approve affiliation agreement with Southeast Community College for students

*and Business Associate Agreement*

SYNOPSIS:

BFD currently has agreements in place with several local colleges that allow EMS students to ride along for field internship. This agreement would allow SECC students to do the same.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

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PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	(Fund-Dept-Project-Subproject-Funding Source-Cost Center)
	GL Account #:	GL Account Name:

RECOMMENDATION:

Recommend the Mayor sign the agreement to allow SECC students to ride with BFD for field internship.

BACKGROUND:

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ATTACHMENTS:

1	
2	
3	

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*

## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** is made between **SOUTHEAST COMMUNITY COLLEGE** (hereinafter "SCC") and (hereinafter "Agency") for the purpose of the Agency allowing SCC to conduct a portion of SCC's program upon facilities owned and maintained by the Agency.

1. **Course of Instruction.** It is mutually agreed that the purpose of this Agreement is to facilitate a portion of the course of instruction offered by SCC to its students, said course of instruction to include supervised clinical education. It is understood that the faculty for the program will be provided by SCC. The faculty will, in cooperation with the Agency staff, ensure that all students are oriented to their duties and functions at the beginning of the clinical rotation. Such orientation shall include the policies and procedures specific to the Agency.

2. **Text Books.** SCC will provide the necessary textbooks and classroom supplies needed by the faculty in connection with the clinical education. SCC programs may provide their own references in space designated by the Agency at the Agency facilities for use by the students enrolled in the program. The Agency assumes no responsibility for any loss or theft of educational materials belonging to SCC or personal belongings of SCC students or faculty.

3. **Faculty.** The faculty coordinating or supervising the program shall be provided by SCC. SCC will notify the Agency of any changes in faculty as such changes occur. The Agency shall have the right to request a change in faculty if such faculty does not meet the Agency's reasonable standards. In the event an SCC faculty or alternate instructor is unavailable for any reason, SCC and the Agency will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on the Agency's facilities. SCC shall have the obligation to make sure that all SCC faculty shall be properly oriented to the Agency policies and procedures in accordance with standards established by the Agency. SCC faculty will provide information about the health programs' policies and a copy of the Student Handbook upon request of the department supervisor. Faculty assigned to the Agency shall meet all health requirements required by the Agency. SCC shall verify current professional licensure or certification each year on all faculty in the course of study in which they are coordinating or supervising. The Agency agrees to provide emergency medical care for faculty in case of illness, accident, or when in contact with blood or body fluids while on the Agency's premises, but payment for any such treatment shall be the sole and only responsibility of the faculty treated.

4. **Students.** SCC, with the approval of the Agency, will designate the number of students to be sent to the Agency's facilities. SCC will advise the Agency prior to the assignment date of the number of students to be assigned, along with a description of the service to which they will be assigned. The names of students to be assigned to the Agency will be provided one week prior to assignment date. The Agency reserves the right to accept for placement any individual student, provided however, any such acceptance or denial of acceptance must be in full compliance with any and all applicable laws. SCC assumes full responsibility for designating the amount of clinical time scheduled for SCC students on the Agency's premises. SCC will coordinate scheduling with the Agency. If, for any reason, there are any significant changes



in the number of students or in the time schedule, SCC will first notify the Agency. The Agency shall have the right to limit the number of students that may be assigned to a service. Students are not to be reimbursed for clinical education.

5. **Student Welfare.** Student assignments shall be the sole responsibility of the SCC faculty assigned to the program. It shall be the responsibility of SCC students assigned to the Agency to maintain, and to provide upon request, a current SCC Health Statement showing completion of the student's required immunizations; CPR certification if required, training in Universal Standards and Precautions and follow-up after exposures. Students shall wear the appropriate SCC approved attire at all times they are in the Agency. In the event any SCC students shall sustain or contract minor injury, minor illness, or an emergency health situation while on the Agency's premises, such student will be required to notify the SCC official in charge at the time, or the student's direct supervisor on the Agency staff. The Agency agrees to provide emergency medical care for students in case of illness, accident, or when in contact with blood or body fluids while on the Agency's premises, but payment for any such treatment shall be the sole and only responsibility of the student treated. SCC shall require all students assigned to the Agency's facilities to observe all applicable rules, regulations and policies duly adopted and in effect at the Agency including, but not limited to, flu shot and vaccination policies. The Agency agrees to make reasonable efforts to abide by the guidelines established by SCC in its expectations of student behavior. However, if a conflict exists between the Agency and SCC policies, the Agency policy shall apply unless the policy is in conflict with accepted standards of practice.

6. **Criminal Background Checks on Students and Faculty.** A criminal background check will be completed for each student and faculty member before being allowed to participate in clinical/practicum experiences, including the Nebraska child and adult abuse registries and other background checks as stated in the SCC Instructional Handbook under the Criminal Background checks-Students Section (E-1).

7. **Mandatory Drug & Alcohol Testing:** Students admitted to a Health Sciences program at Southeast Community College that requires a clinical rotation at a contracted healthcare facility will be required to submit to initial drug and alcohol testing prior to the first clinical rotation. Further drug testing and/or alcohol maybe required of the student for cause. All Health Sciences students will be tested for the following drug categories: amphetamines/methamphetamines, barbiturates, benzodiazepines, cocaine and metabolites, marijuana metabolites, opiates, phencyclidine, and propoxyphene. This list is subject to change. Testing for additional substances may occur based on clinical affiliation agreement requirements.

8. **Liability Insurance.** SCC shall provide liability insurance coverage covering all acts or omissions of SCC faculty or students who are assigned to the Agency in the amount of \$1,000,000 each incident or \$5,000,000 in the aggregate.

9. **Removal of Students.** In the event the performance or conduct of any SCC student is unacceptable to the Agency, the Agency shall have the right to require SCC to immediately remove such student from the Agency premises. SCC agrees to remove any such student, provided however, any such removal must be in full compliance with any and all applicable laws. SCC and the Agency will meet to review such incidents.

**10. Calendar.** The calendar of the school year will be provided for the Agency, if requested, indicating dates during which the SCC program will be conducted on the Agency premises, and indicating dates, which are designated as holidays and vacation periods.

**11. Agency's Obligations.** The Agency agrees to provide the following:

(a) The Agency will provide a conference room and/or a classroom area, if available and not otherwise being used by the Agency, for faculty/student use.

(b) In cooperation with SCC's faculty, the Agency will provide students with equitable clinical experiences mutually acceptable to the Agency and the SCC faculty. The Agency shall determine where students will be assigned on the Agency premises.

(c) The Agency will retain the responsibility for patient care and will provide the services of professional employees to supervise services in each clinical area where students are assigned for their clinical experience.

(d) The Agency will inform the faculty of any Agency concerns that affect the legal and ethical responsibilities of the SCC student.

(e) The Agency agrees to permit students and course instructors access to patient charts under its standard policies. Provision of this Agreement, however, shall not be considered a guarantee by the Agency that such clinical experience will be available at any particular time and the Agency may terminate any service it desires, as and when it desires, without obligation or damage to SCC.

**12. Confidentiality.** SCC faculty and students may have access to or be provided with protected personal health information (PHI) about patients or employees at the Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Therefore, SCC agrees to:

- (a) Use appropriate safeguards to prevent misuses of PHI
- (b) Make PHI available to individuals as set forth under the HIPAA rules
- (c) Return or destroy all PHI upon termination of this Agreement
- (d) Require SCC students and faculty to agree to all these restrictions
- (e) Report any improper disclosure of PHI immediately to Supervisor

A determination that an SCC faculty member or student has violated the HIPAA rules will be grounds for immediate termination of their service in the Agency. SCC will follow SCC policy for the faculty member or student.

**13. Term of Agreement.** This Agreement shall be for a term of one year from and after the date of its execution, and shall be automatically extended from year to year thereafter until either party gives the other written notice of no less than ninety (90) days, its intention to terminate the agreement. The parties, by mutual agreement in writing, may agree to revise this Agreement at any time. In the event of termination beyond the control of the Agency, the termination shall be effective at the termination date and no further SCC students in that clinical area will be allowed on the Agency's facilities and the College will make every attempt to find alternate clinical experience in order for the student to complete the program in a timely manner. In the event the termination of this agreement is for reasons within the control of the Agency,

all students who are currently enrolled in the program at the Agency's facilities on the date of termination shall be allowed to complete the full program in which they are enrolled, and the termination shall operate only to prevent SCC from assigning any further or new students to the Agency facilities. Notwithstanding any provision herein to the contrary, the Agency shall have the right to immediately terminate this Agreement or to terminate the Agreement as to certain faculty or students in order to preserve the health, welfare, and safety of the Agency employees, patients, or the public.

**14. Correction of Problems/Joint Responsibilities.** In the event that the Agency believes that any faculty provided by SCC is operating in conflict with the teachings and procedures of the Agency or if disagreements should develop between such faculty and the personnel of the Agency, the Agency may notify SCC of the problem and request SCC to correct the situation. It shall be the responsibility of SCC to correct any such problems within a reasonable time. In the event that an unsafe practice exists which may negatively influence patient care or clinical outcomes, the Agency retains the right to immediately intervene and re-direct patient care. Agency and SCC have joint responsibility for communicating any concerns about the clinical experience arrangements, providing contacts for coordination of assignments, and for insuring evaluation of student competency.

**15. The Joint Commission.** Southeast Community College students and faculty will adhere to the requirements of The Joint Commission (JC), if the Agency is accredited by JC.

**16. Non-Discrimination.** Neither SCC nor the Agency shall discriminate against any employee, applicant, or student for employment or participation in the clinical education program because of race, color, religion, sex, age, marital status, national origin, ancestry, veteran status, sexual orientation, disability, or other factors prohibited by law or College policy.

**17. Program Evaluation.** The Agency may request to meet at least once a year to evaluate the clinical education program.

**18. Notices.** Wherever herein notices or official communications are required to be given by one party to the other, they shall be deemed effective only when delivered to the appropriate agent of the parties. The agent for SCC shall be the Lincoln Campus Director and for the Agency, an Administrator.

**19. Medicare/Medicaid Exclusion.** SCC hereby represents and warrants that SCC, its faculty and students are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. SCC hereby agrees to immediately notify the Agency of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCC is in breach of this section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

**20. Independent Contractor.** Southeast Community College is an independent contractor

pursuant to this agreement and its students and faculty shall in no manner be considered employees of the Agency.

**21. For Physicians and Allied Health Professionals.** Unless this Agreement is renewed, replaced, or superseded by another agreement with the Agency, the clinical privileges necessary to provide the services shall automatically cease and terminate as a result of the expiration or termination of this Agreement. Such automatic termination of clinical privileges shall occur without compliance with the notice, hearing, or any other due process provisions of the Medical Staff Bylaws.

**22. Indemnify and Hold Harmless.** SCC and the Agency indemnify and hold harmless each other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any violation of Section 11 of this Agreement or Section 18, due to exclusion of SCC or Agency from a federally funded health care program, including Medicare and Medicaid.

**Bellevue Fire Department**  
**211 W 22<sup>nd</sup> Ave**  
**Bellevue, NE 68005**  
**402-293-3153**

**SOUTHEAST COMMUNITY COLLEGE**

**Print name:** \_\_\_\_\_

**Print Name:** Dennis Headrick, PhD.

**Title:** \_\_\_\_\_

**Title:** Vice President for Instruction

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Effective Date") between, the **City of Bellevue, Nebraska** ("Covered Entity"), and **Southeast Community College** ("Business Associate").

WHEREAS, Covered Entity and Business Associate wish to enter into or have entered into an oral or written arrangement or arrangements (collectively "Arrangement") whereby Covered Entity may electronically exchange with Business Associate or give Business Associate access to Protected Health Information ("PHI") as defined below;

WHEREAS, Covered Entity through the services that it provides is obligated under the Health Insurance Portability and Accountability Act of 1996 and the standards set forth at 45 CFR Parts 142, 160, 162 and 164 (collectively "HIPAA") to safeguard PHI and ensure that Business Associate maintains the integrity of PHI and uses and discloses PHI in accordance with HIPAA; and

WHEREAS, Business Associate understands and acknowledges that the terms of this Agreement shall govern the use and disclosure of PHI disclosed to, provided by, received by, or created by Business Associate in the course of providing the services under the Arrangement.

NOW, THEREFORE, the parties agree as follows:

### 1. Definitions

a. Business Associate. Business Associate shall have the meaning given to such term under HIPAA and shall also include, but not be limited to, any entity that has entered into an oral or written arrangement or arrangements whereby Covered Entity may electronically exchange with Business Associate or give Business Associate access to PHI.

b. Protected Health Information. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and shall include, but not be limited to, any information, whether oral or recorded in any form or medium: (1) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual; and (2) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

c. Covered Entity. Covered Entity means:

1. A health plan.
2. A health care clearinghouse or billing service.
3. A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

d. Designated Record Set. Designated record set shall mean a group of records maintained by or for Medical Practice that are (i) the medical records and billing records about individuals maintained by or for Medical Practice; (ii) the enrollment, payment, claims adjudication and case or medical management record system maintained by or for a health plan;

or (iii) used, in whole or in part, by or for the Medical Practice to make decisions about individuals. For purposes of this definition, record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for Medical Practice.

## 2. Obligations of Business Associate

a. Confidentiality of Information. Business Associate understands and acknowledges that in the course of providing services, Business Associate may have or be given access to PHI and that unauthorized use or disclosure of PHI is strictly prohibited. To that end, Business Associate shall comply with all policies and applicable laws governing PHI and shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Furthermore, Business Associate shall not permit access to any PHI by any unauthorized person or disclose any access code or authorization assigned to Business Associate that allows it to access PHI to any unauthorized person or use such access code or authorization in an unauthorized manner. Finally, Business Associate shall direct all questions regarding the use or disclosure of PHI to Covered Entity's Privacy Officer.

b. Permitted Uses of Protected Health Information. Except as otherwise provided in this Agreement, Business Associate shall use PHI solely for meeting its obligations and performing any functions, activities, or services for or on behalf of Covered Entity covered by the Arrangement. Any use of PHI by Business Associate may not violate HIPAA or any other applicable law, rule or regulation.

c. Permitted Disclosures of Protected Health Information. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if disclosed by Covered Entity except that Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if: (1) the disclosure is required by law; or (2) Business Associate obtains reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed and that third-party will notify Business Associate of any breaches of confidentiality of PHI.

d. Aggregation of Data. Business Associate may aggregate PHI received or obtained from Covered Entity with other PHI in its possession provided that the purpose of such aggregation is to provide Covered Entity with data analyses related to Covered Entity's "health care operations" as that term is defined in HIPAA. Under no circumstances may Business Associate disclose PHI received from or prepared for Covered Entity absent the authorization of Covered Entity.

e. Appropriate Safeguards. Business Associate agrees to use commercially reasonable and appropriate efforts to maintain the privacy and security of PHI and to prevent unauthorized use or disclosure of PHI. Such efforts shall include the adoption and enforcement of policies and procedures to effectively implement the requirements of HIPAA.

f. Reporting Improper Use or Disclosure. Business Associate agrees to report to Covered Entity, within twenty-four (24) hours of which it becomes aware any actual or suspected breach of security or any unauthorized use or disclosure of PHI, including those

involving agents and subcontractors, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use or disclosure of PHI in violation of the Agreement.

g. Reporting Compelled Disclosure. If Business Associate is requested or required by legal or administrative process to disclose PHI, Business Associate shall immediately notify Covered Entity so that, if necessary, Covered Entity may seek an appropriate protective order or other relief. In any case, Business Associate will: (1) disclose only the minimum necessary amount of PHI that is required to comply with the compelled disclosure; (2) use its reasonable efforts to ensure that such PHI is treated confidentially; and (3) notify Covered Entity as soon as reasonably practical of PHI so disclosed.

h. Agents of Business Associate. Business Associate shall ensure that all of its agents and subcontractors to whom it discloses PHI agree in writing to be bound by the same restrictions and obligations contained in this Agreement whenever PHI is made accessible to such agents or subcontractors. Business Associate shall disclose only the minimum necessary PHI for the agent or subcontractor to perform or fulfill the authorized subcontracted services.

i. Auditing, Inspections and Enforcement. Business Associate shall make available, and shall cause any authorized subcontractors to make available to Covered Entity and the Secretary of the Department of Health and Human Services, or the Secretary's designee, copies of Business Associate's internal practices, books and records relating to the security, use and disclosure of PHI for the purposes of determining Covered Entity's compliance with HIPAA.

j. Training. Business Associate shall provide appropriate training regarding the requirements of this Agreement to any employee, agent or subcontractor of Business Associate who will have access to or make use of PHI and require that any employee, agent or subcontractor receiving such training attest to his or her knowledge of and compliance with those policies and procedures. Such training shall encompass the Business Associate's system of sanctions for any employee, agent or subcontractor who violates this Agreement. Business Associate agrees that Covered Entity shall have the right to immediately terminate access to PHI of any employee, agent or subcontractor of the Business Associate where Covered Entity identifies an actual or threatened breach of security or unauthorized use or disclosure of PHI or any actual or suspected use or disclosure of PHI in violation of any applicable federal or state laws or regulations.

k. Access to PHI. Business Associate shall, at the request and direction of Covered Entity, make PHI that is maintained by Business Associate or its agents and subcontractors in a Designated Record Set, as that term is defined under HIPAA, available to Covered Entity or the subject thereof for inspection and copying within five (5) days of receipt of such a request from Covered Entity.

l. Amendment of PHI. Business Associate shall, within five (5) days of a request from Covered Entity, make PHI that is maintained by Business Associate or its agents or subcontractors in a Designated Record Set, as that term is defined under HIPAA, available for amendment and, as directed by Covered Entity, shall incorporate any amendment or related statements into the information held by Business Associate and any of its agents or subcontractors in such Designated Record Set. If any individual or entity directly requests that Business Associate or its agents or subcontractors amend PHI that is maintained in a Designated

Record Set, Business Associate or its agents or subcontractors shall notify Covered Entity in writing within five (5) days of such request and, at a minimum, five (5) days before acting upon any such request.

m. Accounting of Disclosures. Business Associate and its agents and subcontractors shall, within five (5) days of a request from Covered Entity, make available the information necessary for Covered Entity to provide an individual with an accounting of the disclosures of his or her PHI as required under HIPAA. At a minimum, such information shall include: (1) the date of the disclosure; (2) the name and address of the entity or person receiving the PHI; (3) a brief description of the PHI disclosed; and (4) a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate and its agents and subcontractors for a period of six (6) years from the date of each disclosure. If any individual directly requests that Business Associate or its agents or subcontractors provide an accounting of disclosures of PHI, Business Associate or its agents or subcontractors shall notify Covered Entity within five (5) days of such request and, at a minimum, five (5) days before acting upon any such request.

n. Restrictions on Use and Disclosure. Business Associate shall comply with any restrictions on use or disclosure of PHI when so notified by Covered Entity.

o. Minimum Necessary. Business Associate agrees that it will not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

p. Compliance with Standard Transaction Requirements. If either party conducts on behalf of the other any of the standard electronic health care transactions designated in 45 CFR Parts 160 and 162, such party will comply, and will require any subcontractor or agent involved with the conduct of such standard electronic health care transactions to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Such party will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of such standard electronic health care transactions on behalf of the other party that:

(1) changes the definition, data condition, or use of a data element or segment in those standard electronic health care transactions;

(2) adds any data elements or segments to the maximum defined data set;

(3) uses any code or data element that is marked "not used" in the implementation specification of the standard electronic health care transaction or is not in the standard electronic health care transaction implementation specification; or

(4) changes the meaning or intent of the standard electronic health care transaction implementation specification.

q. Compliance with Security Requirements. If Covered Entity and Business Associate exchange PHI electronically, each party will comply, and will require their subcontractors or agents involved with such electronic data exchange to comply, with the following security requirements in addition to those set forth in this Agreement and 45 CFR Part



142. At a minimum, Covered Entity and Business Associate, and any agent or subcontractor of Covered Entity and Business Associate, must:

- (1) subject their electronic data files to a virus check prior to transmission;
- (2) use or maintain technological systems and procedures to guard against unauthorized access to electronically maintained PHI, including encryption or appropriate technical security mechanisms;
- (3) maintain a designated individual to serve as a system security officer responsible for supervising system security, and for communications regarding system security matters;
- (4) maintain policies and procedures as necessary to prevent unauthorized parties from accessing, using, disclosing, processing, copying, modifying, corrupting, rendering unavailable, introducing computer code into, or otherwise performing unauthorized and undesired activities related to PHI maintained electronically;
- (5) notify each other immediately in the event of any proven or suspected incident involving unauthorized access to the electronic data systems of either party (if Covered Entity and Business Associate have access to each other's data systems to perform their duties under the Arrangement); and
- (6) assess their information security policies and procedures at least once annually and in response to any material breach of their security systems.

### 3. Obligations of Covered Entity

a. Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of its current privacy practices and any future changes to those practices by providing Business Associate with updated copies of its notice of privacy practices. Patients and/or responsible parties of patients when applicable will have been provided with Covered Entity's notice of privacy practices prior to claim information being forwarded for billing actions to Business Associate.

b. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions on the use or disclosure of PHI agreed to by Covered Entity in accordance with HIPAA to the extent that any such restriction may affect Business Associate's use or disclosure of PHI. In the event that Covered Entity agrees to any restriction that poses an administrative burden on the Business Associate beyond the obligations of Business Associate generally contemplated by this Agreement, Covered Entity agrees to reimburse Business Associate for reasonable costs associated with such added administrative burden.

d. Permissible Requests. Covered Entity shall not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Indemnification

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all losses, expense, damage or injury that Covered Entity may sustain as a result of, or arising out of a breach of this Agreement by Business Associate its agents or subcontractors, including but not limited to any breach of security or unauthorized use or disclosure of PHI.

5. Remedies

Business Associate understands and acknowledges that the restrictions and obligations accepted by Business Associate pursuant to this Agreement are reasonable and necessary in order to protect the interests of Covered Entity, its patients and employees and that Business Associate's failure to comply with this Agreement in any respect could cause irreparable harm to Covered Entity, its patients and employees for which there may be no adequate legal remedy. Business Associate therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that Covered Entity retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this Agreement, and may prevent Business Associate, any of its agents or subcontractors, or any third party who has received PHI from Business Associate from violating this Agreement by any legal means available. Business Associate further understands that violation of this Agreement may subject Business Associate to applicable legal penalties, including those provided under HIPAA and termination of any Arrangement entered into between Covered Entity and Business Associate.

6. Term and Termination

a. Term. This Agreement shall be effective from the Effective Date until all PHI provided by or created for Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the terms of this Agreement.

b. Material Breach. A breach by either party of any material provision of this Agreement or HIPAA, as determined by either party, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement, the Arrangement and access to PHI. Either party also may immediately terminate this Agreement, the Arrangement and access to PHI if either party is named as a defendant in a criminal proceeding resulting from a violation of HIPAA or if there is a finding or stipulation that either party has violated any standard or requirement of HIPAA or other security or privacy law.

c. Reasonable Steps to Cure Breach. If either party knows of a pattern of activity or practice of the other that constitutes a material breach or violation of that party's obligations under this Agreement or HIPAA, the non-breaching party may provide the other with an opportunity to cure the breach or violation. Should the breaching party fail to cure the breach or violation to the satisfaction of the non-breaching party within thirty (30) days of receiving notice from the non-breaching party of such breach or violation, the non-breaching party shall have the right to immediately terminate this Agreement, the Arrangement and access to PHI. In the event

termination or cure is not feasible, the non-breaching party shall report the breach or violation to the Secretary of the Department of Health and Human Services.

d. Effect of Termination. Upon termination of this Agreement, the Arrangement or access to PHI, Business Associate shall return or destroy all PHI in its possession or the possession of its agents or subcontractors that was created for or received from Covered Entity. If the Business Associate determines that the return or destruction of PHI is infeasible, Business Associate shall provide to Covered Entity a complete written description of all PHI that it is infeasible to return or destroy. Business Associate and its agents or subcontractors shall continue to extend the protections contained in this Agreement to such PHI that is not returned or destroyed and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 7. Miscellaneous

a. Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other Arrangement between the Parties.

b. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the individual who is the subject of the PHI, Covered Entity or Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

c. Successors and Assigns. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

d. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.

e. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

f. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA. Covered Entity may terminate the Arrangement and access to PHI upon thirty (30) days written notice in the event: (1) Business Associate does not promptly enter into negotiations to modify this Agreement when requested by Covered Entity under this section; or (2) Business Associate does not enter into a modification of this Agreement providing assurances regarding

the safeguarding of PHI that Covered Entity, in its sole discretion deems sufficient to satisfy the standards and the requirements of HIPAA.

g. Amendment. This Agreement may be amended or modified only in writing signed by the Parties.

h. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if given in person, or sent by a recognized courier service or sent by registered or certified mail to the last known address of the party. Such notice shall be deemed effective when upon the earlier of actual delivery, one (1) business day after posting with such courier, or three (3) business days after deposit with the United States Postal Service in the manner above required.

i. Interpretation. This Agreement shall be governed by the laws of the State of Nebraska and interpreted as broadly as necessary to implement and comply with HIPAA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

CITY OF BELLEVUE, NEBRASKA

SOUTHEAST COMMUNITY COLLEGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rita Sanders

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

# 36.3  
2-27-18

COUNCIL MEETING DATE:	02/27/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Abby Highland, CDBG Program Administrator Rich Severson, Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve FY17 CDBG Subrecipient Agreement w/ Diane Bruce, B&B Classic Dogs for \$125,000.

SYNOPSIS:

As part of the 2017 Action Plan, Diane Bruce, B&B Classic Dogs, was approved for funding in the amount of \$125,000. The funding is to be used the development of an Indoor Practice Facility including parking, building installation, and necessary equipment.

FISCAL IMPACT:

\$125,000 in entitlement funding was included in the CDBG Fund 60 Budget.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☒ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

Part of HUD's 2017 funding of Bellevue's CDBG program.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Indoor Practice Facility Development		
	Expected Start Date:	02/28/2018	Expected End Date:	01/31/2019
	CIP Project Name:			
	MAPA # and Name:			
	Street District # and Name:			
Finance	Distribution Code:	CDBG-191705		
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #: 6276	GL Account Name: CDBG Projects- HUD Entitlements		

RECOMMENDATION:

Approve and authorize Mayor to sign subrecipient agreement with Diane Bruce, B&B Classic Dogs, for a CDBG grant in an amount not to exceed \$125,000.00.

BACKGROUND:

Diane Bruce with B&B Classic Dogs applied for CDBG funding assistance during the 2017 funding cycle and was approved for funding to assist with the development of a new Indoor Practice Facility including parking, building installation, and equipment.

The project was included in the 2017 Action Plan which was approved by the City Council on July 24, 2017 and, subsequently approved by HUD in October 2017. Bruce has approved and signed the subrecipient agreement which includes the scope of services and all city and federal requirements for the use of CDBG funds.

ATTACHMENTS:

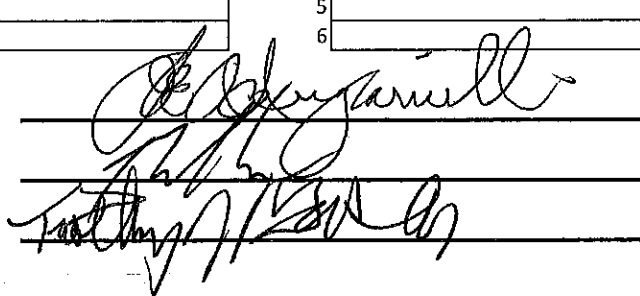
1	CDBG Subrecipient Agreement - B&B	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
B&B CLASSIC DOGS  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-17-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the subrecipient B & B CLASSIC DOGS, 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-17-MC-31-0003 HUD contract in the amount of \$125,000.00 for business development assistance on a vacant lot located at 1020 Lincoln Road, Bellevue, Nebraska 68005 and is on the real estate described as follows: Lot 5, College Plaza Addition, Bellevue

NOW, THEREFORE, it is agreed between the parties hereto that;

**A. SCOPE OF SERVICE.**

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$125,000.00 from the B-17-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing business development assistance for the development of a new business including building installation, equipment, and parking improvements. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE of Bellevue and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
  - a. Program Delivery. To provide assistance for new business development and the job creation for LMI residents located at 1020 Lincoln Road, Bellevue, NE, 68005. The SUBRECIPIENT agrees to complete all work outlined in the CDBG application and by providing matching funds needed to complete the project. All work referenced above is subject to Federal Labor Standards Provisions as described in form HUD-4010.
    - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b.
    - ii. Maintain program records documenting eligibility, 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. Prior to expenditure of CDBG funding, the following task will be performed by the SUBRECIPIENT including, but are not limited to the following:
    - i. Documentation of the commitment of funds sufficient to complete the project as outlined in CDBG Application Budget Itemization spreadsheet.
    - ii. Documentation to verify property ownership.

- iii. Provide a copy of approved building plans and city permits and approvals, as applicable.
  - c. Income Benefit Goals. It is anticipated that 40 unduplicated low to moderate-income individuals will be provided with new employment opportunities.
  - d. 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 Job Benefit as a business providing employment opportunity to low- and moderate-income persons in excess of 51 percent as defined in 24 CFR 570.208.
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 on a quarterly basis including the number of persons or businesses benefiting; and the number of persons or businesses that will be provided with new or improved access to services and/or facilities.
    - b. Update of project status as related to timely expenditure of funds.
    - c. Sufficient records to demonstrate the level of public benefit based on the public benefit standard achieved upon completion of the CDBG-assisted activities.
    - d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
    - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
  3. Public Benefit. The SUBRECIPIENT will ensure that a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by HUD regulations.
    - a. Standards for activities in the aggregate. The project outlined in this Agreement must in the aggregate create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used.
    - b. The aggregate standard is applicable to the single program year under which the funds are first obligated.
  4. Construction Work. The SUBRECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. At the request of 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, specifically Labor Standards regulations, and in a manner satisfactory to the GRANTEE.
  5. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, will authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and will mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and in a manner satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
  6. Environmental Clearance. All activities must have prior review to ensure environmental conformance,

i.e.: State Historic Preservation Office, Lead Based Paint regulations, Asbestos, Americans with Disabilities Act, etc.

- a. Conformance with Plans/Compatible Land Use and Zoning/Scale and Urban Design – The project will meet all required municipal codes and permit requirements for the building plans and construction. All necessary permits must be approved and obtained prior to receipt of CDBG funding.
7. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
8. Ineligible Expenses. Operating and maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, staff salaries, utility costs 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 \$125,000.00. Payments maybe contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in OMB Circular A-110.
2. Records and Reporting.
  - a. The SUBRECIPIENT must maintain complete and adequate records to enable the GRANTEE and HUD to determine whether program objectives are being met as described in 24 CFR 570.506 and 570.507 including the progress in creating jobs for low and moderate-income persons.
  - b. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement.
  - c. 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. Quarters will be October – December, January – March, April – June, and July – September.
  - d. 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.
  - e. 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.



- f. The GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.

### 3. National Objective Documentation

- a. The SUBRECIPIENT must demonstrate a minimum of 51 percent of the jobs created *will be made* available to low and moderate-income (LMI) persons. In addition, the SUBRECIPIENT will provide training for any such jobs requiring special skills or education. Documentation includes:
  - i. A listing by job title of the permanent jobs to be created, indicating which will be made available to LMI persons, which are part-time, which require special skills and education
  - ii. A description of actions to be taken to ensure LMI persons are given first consideration for those jobs.
  - iii. A listing by job title of those permanent jobs that were filled and which of those were made available to LMI persons.
  - iv. A description of how first consideration to such persons was given, including an explanation of the hiring process
  - v. A listing of LMI persons were interviewed for each job, and which were hired.
- b. The Subrecipient must demonstrate a minimum of 51 percent of the jobs *will be held by* LMI persons on a full-time equivalent basis. Documentation includes:
  - i. A listing by job title of permanent jobs filled and which were initially taken by a LMI persons
  - ii. For each LMI person hired, the family size and annual income of the person's family prior to being hired, or evidence that they may be presumed to be a LMI person under 24 CFR 570.208(a)(4)(iv).

### 4. 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 contract 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 subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process

#### 5. Request for Payment

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

\$0 to \$9,999 – obtain three (3) written/formal quotes

Over \$10,000 – complete competitive sealed bidding procedures in accordance with the Bellevue GRANTEE Council Purchasing Policy.

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.

- b. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of the contractual service by the vendor by submitting an invoice requesting reimbursement for allowable expenses, 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 at the GRANTEE Council meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Monday 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.
- c. Prior to the initial disbursement of program funding under this Agreement, the SUBRECIPIENT must meet all conditions set forth in the applicable Scope of Service

#### 6. Program Income

- a. 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.

#### 7. Timeliness

- a. Funding allocated as part of this agreement must be expended within 12 months from the date of the contract. The GRANTEE may approve one extension for one additional year upon written request by the SUBRECIPIENT and approval of the GRANTEE CDBG staff and City Council. The GRANTEE CDBG staff reserves the right to reallocate any unexpended 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)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract 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 contract.
7. 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.

8. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in

Paragraph I A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

#### **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 contract 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 contract, 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 contract.

## 2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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, to 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 contract. 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 contract, 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 journeymen; 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.

#### c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 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 contract 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 contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of a Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - iv. Lobby Certification.  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this



certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this contract results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this contract 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).

**E. Uniform Administrative Requirements.**

- 1. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. OMB Circulars referenced in this section can be found at <http://www.whitehouse.gov/omb/circulars/default/>.
- 2. The SUBRECIPIENT shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in 24 CFR 570.502(b).

**F. Insurance Requirements.**

- 1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

**G. Contract Modifications.**

- 1. In the event the parties fail to agree on changes or interpretations of this contract, 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 contract, 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 contract.

**H. Reversion of Assets.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

**I. Suspension or Termination of Agreement.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
  - (a) Failure by the SUBRECIPIENT to comply with the provisions of this contract 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.
2. 3. 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 contract 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 for a maximum of five (5) years 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.**

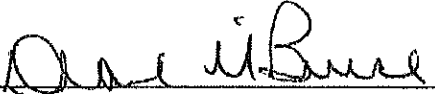
1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

b. To SUBRECIPIENT:  
B&B Classic Dog  
Diane Bruce  
1020 Lincoln Road  
Bellevue, NE 68005

c. Copy to: Finance Director  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

\_\_\_\_\_  
Rita Sanders, Mayor  
City of Bellevue, Nebraska

  
\_\_\_\_\_  
Diane Bruce  
Owner

\_\_\_\_\_  
Richard Severson, Finance Director  
City of Bellevue, Nebraska

ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, 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 Rita Sanders and Sabrina Ohnmacht, 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 of \_\_\_\_\_ 2018, 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)

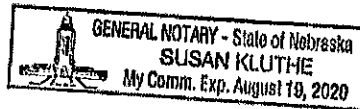
My Commission Expires: \_\_\_\_\_

STATE OF NEBRASKA    }  
                                      } SS.  
COUNTY OF SARPY    )

The above and foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2018, by Diane Bruce, business owner, on behalf of the business.

My Commission Expires:

8-19-2020



Susan Kluthe  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\* 36.4  
2-27-18

COUNCIL MEETING DATE:	02/27/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Abby Highland, CDBG Program Administrator Rich Severson, Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE		
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS	<input checked="" type="checkbox"/>	
	OTHER (SEE CLERK)		

SUBJECT:

Approve FY17 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for \$8,000

SYNOPSIS:

As part of the 2017 Action Plan, Bellevue Junior Sports Association was approved for funding in the amount of \$8,000. The funding is to be used for a Participation Assistance Program to provide scholarship assistance to low- and moderate-income families.

FISCAL IMPACT:

\$8,000 in entitlement funding was included in the CDBG Fund 60 Budget.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☒ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

Part of HUD's 2017 funding of Bellevue's CDBG program.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	BJSJ Participation Assistance Program	
	Expected Start Date:	02/28/2018	Expected End Date: 01/31/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	CDBG-191703	
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #:	6276	GL Account Name: CDBG Projects- HUD Entitlements

RECOMMENDATION:

Approve and Authorize Mayor to sign subrecipient agreement with Bellevue Junior Sports Association for a CDBG grant in an amount not to exceed \$8,000.00.

BACKGROUND:

Bellevue Junior Sports Association applied for CDBG assistance during the 2017 funding cycle and was approved for funding to set up a participation assistance program to help low- and moderate-income families with fees and other cost to participate in the sports program.

The project was included in the 2017 Action Plan which was approved by the City Council on July 24, 2017 and, subsequently approved by HUD in October 2017. BJSJ has approved and signed the subrecipient agreement which includes the scope of services and all city and federal requirements for the use of CDBG funds.

ATTACHMENTS:

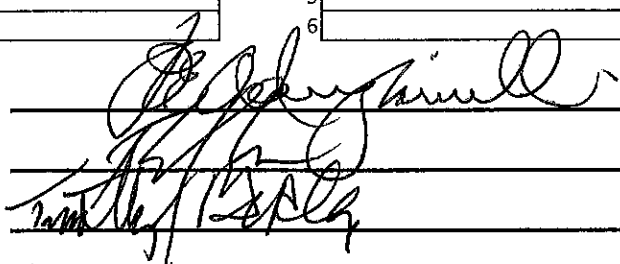
1	CDBG Subrecipient Agreement - BJSJ	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
BELLEVUE JUNIOR SPORTS ASSOCIATION  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-17-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 30 day of Jan, 2018 by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION (BJSA), a non-profit organization, 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-17-MC-31-0003 HUD contract in the amount of \$8,000.00 for a youth participation assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that;

**A. SCOPE OF SERVICE.**

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$8,000.00 from the B-17-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing a participation assistance program offering youth scholarships to participate in organized sports programs. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
  - a. Program Delivery. To provide a program participation assistance program to provide assistance including, but not limited to, the registration and participation fees required by specific sports programs. 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.
    - iii. Maintain program records documenting eligibility, 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 provided participation assistance in the form of a scholarship for 50 youth from 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 benefit by benefiting low- and moderate-income households.
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 on a quarterly basis including the number of households, race, income, and head of household of the households 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. Other reports as required by Section 570.507 of Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly and will authorize (with the SUBRECIPIENT's written approval, including signature and date) any additional funding request.
4. Environmental Clearance. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans' with Disabilities Act, etc.
5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$8,000.00. Payments maybe contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in OMB Circular A-110.
2. Records and Reporting.
  - a. The SUBRECIPIENT must maintain complete and adequate records to enable the GRANTEE and HUD to determine whether program objectives are being met as described in 24 CFR 570.506 and 570.507.
  - b. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement.
  - c. 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. Quarters will be October – December, January – March, April – June, and July – September.

- d. 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.
- e. 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.

### 3. 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 contract 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 subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process

### 4. Request for Payment

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

\$0 to \$9,999 – obtain three (3) written/formal quotes



Over \$10,000 – complete competitive sealed bidding procedures in accordance with the Bellevue City Council Purchasing Policy.

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.

- b. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of the contractual service by the vendor by submitting an invoice requesting reimbursement for allowable expenses, 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 at the GRANTEE Council meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Monday 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.

5. Program Income

- a. 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.

6. Timeliness

- a. Funding allocated as part of this agreement must be expended within 12 months from the date of the contract. The GRANTEE may approve one extension for one additional year upon written request by the SUBRECIPIENT and approval of the GRANTEE CDBG staff and City Council. The GRANTEE CDBG staff reserves the right to reallocate any unexpended 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)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract 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 contract.
7. 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.

8. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

#### **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, nation 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 contract 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 contract, 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 contract.

##### **2. Affirmative Action**

- a. **Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. **Women and Minority Owned Business Enterprises (W/MBE).** The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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 contract. 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 contract, 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 journeymen; 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.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 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 contract 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 contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iii. **Selection Process.** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. **Conflict of Interest.** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this contract results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

**E. Uniform Administrative Requirements.**

1. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. OMB

Circulars referenced in this section can be found at <http://www.whitehouse.gov/omb/circulars/default/>.

2. The SUBRECIPIENT shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in 24 CFR 570.502(b).

**F. Insurance Requirements.**

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

**G. Contract Modifications.**

1. In the event the parties fail to agree on changes or interpretations of this contract, 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 contract, 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 contract.

**H. Reversion of Assets.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

**I. Suspension or Termination of Agreement.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:




- (a) Failure by the SUBRECIPIENT to comply with the provisions of this contract 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.
2. 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 contract 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.

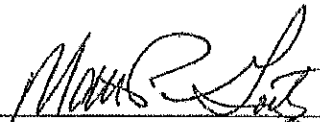
- a. To GRANTEE: City Administrator  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005
- b. To SUBRECIPIENT: Board President  
Bellevue Junior Sports Association  
1001 High School Drive  
Bellevue, NE 68005
- c. Copy to: Finance Director  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

\_\_\_\_\_  
Rita Sanders, 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:

\_\_\_\_\_  
Sabrina Ohnmacht, 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 Rita Sanders and Sabrina Ohnmacht, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

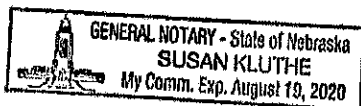
My Commission Expires: \_\_\_\_\_

STATE OF NEBRASKA    )  
                                  ): SS.  
COUNTY OF SARPY    )

The above and foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2018, by Phyllis Thrower, President of the Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

8-19-2020



Susan Kluthe  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\* 36.5  
2-27-18

COUNCIL MEETING DATE:	02/27/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Abby Highland, CDBG Program Administrator Rich Severson, Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE		
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS	<input checked="" type="checkbox"/>	
	OTHER (SEE CLERK)		

SUBJECT:

Approve FY17 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for \$50,000.

SYNOPSIS:

As part of the 2017 Action Plan, Habitat for Humanity of Sarpy County was approved for funding in the amount of \$50,000. The funding is to be used for land acquisition to assist with the development of affordable housing.

FISCAL IMPACT:

\$50,000 in entitlement funding was included in the CDBG Fund 60 Budget.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☒ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

Part of HUD's 2017 funding of Bellevue's CDBG program.

PROJECT NAME, CALENDAR AND CODING:

Requestor  Finance	Project Name:	Habitat for Humanity 2018 Land Purchase	
	Expected Start Date:	02/28/2018	Expected End Date: 01/31/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
	Distribution Code:	CDBG-191701	
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
GL Account #:	6276	GL Account Name: CDBG Projects- HUD Entitlements	

RECOMMENDATION:

Approve and Authorize Mayor to sign subrecipient agreement with Habitat for Humanity of Sarpy County for a CDBG grant in an amount not to exceed \$50,000.00.

BACKGROUND:

Habitat for Humanity of Sarpy County applied for CDBG funding assistance during the 2017 funding cycle. Habitat was approved for funding to assist with land acquisition in the development of new affordable housing. The project was included in the 2017 Action Plan which was approved by the City Council on July 24, 2017 and, subsequently approved by HUD in October 2017. Habitat has approved and signed the subrecipient agreement which includes the scope of services and all city and federal requirements for the use of CDBG funds.

ATTACHMENTS:

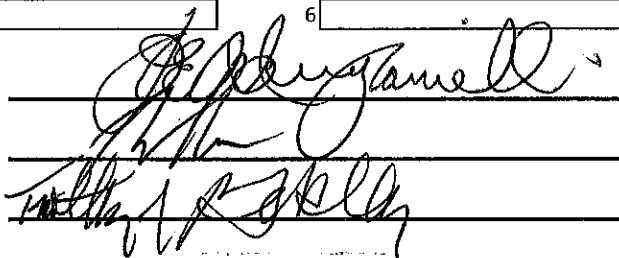
1	CDBG Subrecipient Agreement - Habi	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
HABITAT FOR HUMANITY OF SARPY COUNTY  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-17-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY, a non-profit organization, 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-17-MC-31-0003 HUD contract in the amount of \$50,000.00 for a land acquisition project located within the community; and

NOW, THEREFORE, it is agreed between the parties hereto that;

**A. SCOPE OF SERVICE.**

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$50,000.00 from the B-17-MC-31-0003 funding allocation to the SUBRECIPIENT for the 2018 Land Acquisition project for the purpose of providing assistance for the acquisition of a minimum of two lots for residential redevelopment which is eligible under 24 CFR 570.201(A) Acquisition of real property. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. Funding will be provided for to purchase of a minimum of two lots for redevelopment with single family residential housing units for families who meet program participation requirements, including living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) as determined by HUD. The major task performed by the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
  - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b.
  - ii. Maintain real property acquired or improved with CDBG funds in excess of \$25,000 with the approved use of the property for a minimum of five (5) years following expiration of this Agreement as outlined under 24 CFR 570.201.
- b. Income Benefit Goals. It is anticipated that approximately two (2) low- and moderate-income households will benefit from the purchase of a minimum of two lots for redevelopment of single family residential housing units.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing benefit by benefiting low- and moderate-income households.
      - i. If a National Objective is not met during this time period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish quarterly 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. Update on current status of project.
  - b. Statistical information including the number of households benefiting; and the number of households that will be provided with new or improved access to services and/or facilities.
  - c. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
  - d. Total cost of the activity, including both CDBG and non-CDBG funds.
  - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
3. Construction Work. The SUBRECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. At the request of 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.
4. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, will authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and will mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and in a manner satisfactory to the GRANTEE. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE CDBG Specialist.
5. Environmental Clearance. All activities must have prior review to ensure environmental conformance through a site specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. When the SUBRECIPIENT is prepared to make an offer, the agreement shall be contingent upon a site-specific environmental review which will be conducted by the GRANTEE.
6. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available, whichever is shorter.
7. Ineligible Expenses. Operating and maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, utility costs 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 OMB Circular A-110.
2. Records and Reporting.
  - a. The SUBRECIPIENT must maintain complete and adequate records to enable the GRANTEE and HUD to determine whether program objectives are being met as described in 24 CFR 570.506 and 570.507.
  - b. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the conclusion of the agreement.
  - c. 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. Quarters will be October – December, January – March, April – June, and July – September.
  - d. 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.
  - e. 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.
3. 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 contract 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 subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process

#### 4. Request for Payment

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

\$0 to \$9,999 – obtain three (3) written/formal quotes

Over \$10,000 – complete competitive sealed bidding procedures in accordance with the Bellevue City Council Purchasing Policy.

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.

- b. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of the contractual service by the vendor by submitting an invoice requesting reimbursement for allowable expenses, 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 at the GRANTEE Council meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Monday 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.

#### 5. Program Income

- a. 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.

#### 6. Timeliness

- a. Funds allocated as part of this agreement must be expended within 12 months from the date of the contract. The GRANTEE may approve one extension for one additional year upon written request by the SUBRECIPIENT and approval of the GRANTEE CDBG staff and City Council. The GRANTEE CDBG staff reserves the right to reallocate any unexpended 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)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract 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 contract.
7. 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.

8. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of

the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen percent (15%) of said contract funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

#### **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, nation 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 contract 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 contract, 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 contract.

## 2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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, to 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 contract. 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 contract, 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 journeymen; 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.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given

to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 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 contract 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 contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iii. **Selection Process.** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - iv. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f. Copyright. If this contract results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of a CDBG-assisted project must comply with 24 CFR 670.606 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 under 24 CFR 570.606 and 49 CFR Part 24.

#### **E. UNIFORM ADMINISTRATION REQUIREMENTS.**

1. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. OMB Circulars referenced in this section can be found at [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).
2. The SUBRECIPIENT shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in 24 CFR 570.502(b).

#### **F. INSURANCE REQUIREMENTS.**

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

#### **G. CONTRACT MODIFICATIONS.**

1. In the event the parties fail to agree on changes or interpretations of this contract, 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 contract, 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 contract.

#### **H. REVERSION OF ASSETS.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7).

- a. Real property under the SUBRECIPIENTS's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for a minimum of five (5) years following expiration of this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall repay the GRANTEE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the GRANTEE. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

#### **H. DISPOSITION OF REAL PROPERTY**

1. Use and disposition of real property under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 507.502, 570.503 and 570.504, as applicable

#### **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 contract 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 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 contract 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.

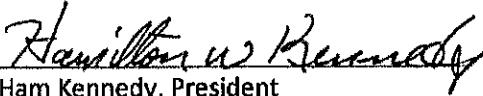


NOTICES.

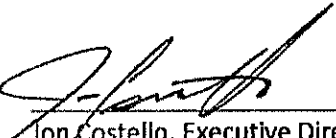
1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005
- b. To SUBRECIPIENT: Board President  
Habitat for Humanity of Sarpy County  
1001 Fort Crook Road N. Ste. 207  
Bellevue, NE 68005
- c. Copy to: Finance Director  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

\_\_\_\_\_  
Rita Sanders, Mayor  
City of Bellevue, Nebraska

  
Ham Kennedy, President  
Habitat for Humanity of Sarpy County

\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

  
Jon Costello, Executive Director  
Habitat for Humanity of Sarpy County

ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, 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 Rita Sanders and Sabrina Ohnmacht, 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 of \_\_\_\_\_ 2018, 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 \_\_\_\_\_, 201\_\_, by Ham Kennedy, President of the Habitat for Humanity of Sarpy County, on behalf of the organization.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*36.6  
2-27-18

COUNCIL MEETING DATE:	02/27/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Abby Highland, CDBG Program Administrator Rich Severson, Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve FY17 CDBG Subrecipient Agreement with Heartland Family Service for \$39,780.

SYNOPSIS:

As part of the 2017 Action Plan, Heartland Family Service was approved for funding in the amount of \$39,780. The funding will assist with the development of a Housing Navigator position to assist low-income households including homeless persons and battered spouses with housing services.

FISCAL IMPACT:

\$39,780 in entitlement funding was included in the CDBG Fund 60 Budget.

BUDGETED ITEM: ☒ YES ☐ NO  
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☒ YES ☐ NO  
IF YES, %, \$, EXPLAIN:

Part of HUD's 2017 funding of Bellevue's CDBG program.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Housing Navigator HFS	
	Expected Start Date:	02/28/2018	Expected End Date: 01/31/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	CDBG-191704	
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #:	6276	GL Account Name: CDBG Projects- HUD Entitlements

RECOMMENDATION:

Approve and authorize Mayor to sign subrecipient agreement with Heartland Family Service for a CDBG grant in an amount not to exceed \$39,780.00.

BACKGROUND:

Heartland Family Service applied for CDBG funding assistance during the 2017 funding cycle. HFS was approved for funding to assist the development of a Housing Navigator position to assist Bellevue low income residents, including the homeless and battered spouses, with navigating and receiving available housing services.

The project was included in the 2017 Action Plan which was approved by the City Council on July 24, 2017 and, subsequently approved by HUD in October 2017. HFS has approved and signed the subrecipient agreement which includes the scope of services and all city and federal requirements for the use of CDBG funds.

ATTACHMENTS:

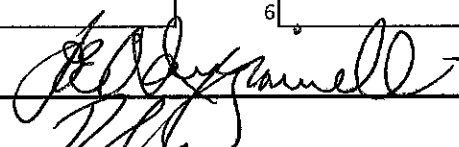
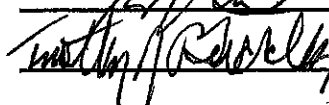
1	CDBG Subrecipient Agreement - HFS	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

**AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
HEARTLAND FAMILY SERVICE  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-17-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 6<sup>th</sup> day of February 2017-2018 by and between the subrecipient HEARTLAND FAMILY SERVICE a non-profit organization, 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-17-MC-31-0003 HUD contract in the amount of \$39,780.00 to support the development of a Housing Navigator position to serve homeless persons and those in need with housing navigation services; and

NOW, THEREFORE, it is agreed between the parties hereto that;

**A. SCOPE OF SERVICE.**

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$39,780.00 from the B-17-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing financial assistance for the development of a Housing Navigator position. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
  - a. Program Delivery. To provide for operations cost including, but not limited to, the administrative and operating costs to develop a Housing Navigator position to assist those in need of housing with assistance. The major task performed by the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
    - i. Maintain office hours and availability of services at times and locations convenient to residents of Bellevue in need of supportive service, housing resources, and income supports.
    - ii. Maintain program records documenting eligibility, 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.
    - iii. Conduct outreach through public service announcements, networking with local agencies and other means to inform low and moderate-income residents experiencing a housing crisis of the availability of services.
  - b. Income Benefit Goals. It is anticipated the Housing Navigator will provided access to housing services for 75 low- and moderate-income households within the city limits of Bellevue.

- 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 benefit by benefiting low- and moderate-income households.
  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 on a quarterly basis including the number of households, race, income, and head of household of the households benefiting; and the number of persons that will be provided with new or improved access to services.
    - b. Update on the expenditure of funding as well as a timeline for expenditure update.
    - c. Other reports as required by Section 570.507 of Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
  3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly and will authorize (with the SUBRECIPIENT's written approval, including signature and date) any additional funding request.
  4. Environmental Clearance. All activities must have prior review to ensure environmental conformance through a site specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans' with Disabilities Act, etc.
  5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
  6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.
- B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**
2. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$39,700.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in OMB Circular A-110.
  2. Records and Reporting.
    - a. The SUBRECIPIENT must maintain complete and adequate records to enable the GRANTEE and HUD to determine whether program objectives are being met as described in 24 CFR 570.506 and 570.507.
    - b. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number 020178331, through the completion of the agreement.
    - c. 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. Quarters will be October – December, January – March, April – June, and July – September.

- d. 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.
- e. 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.

### 3. 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 contract 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 subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

### 4. Request for Payment

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

\$0 to \$9,999 -- obtain three (3) written/formal quotes  
Over \$10,000 -- complete competitive sealed bidding procedures in accordance with the  
Bellevue City Council Purchasing Policy.

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.

- b. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of the contractual service by the vendor by submitting an invoice requesting reimbursement for allowable expenses, 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 at the GRANTEE Council meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Monday 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.

**5. Program Income**

- a. 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.

**6. Timeliness**

- a. Funding allocated as part of this agreement must be expended within 12 months from the date of the contract. The GRANTEE may approve one extension for one additional year upon written request by the SUBRECIPIENT and approval of the GRANTEE CDBG staff and City Council. The GRANTEE CDBG staff reserves the right to reallocate any unexpended 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)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract 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 contract.
7. 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.

8. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1 A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts. In addition to other remedies as provided by law, in the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantor, or is otherwise adjudicated to be in compliance.



**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, nation 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 contract 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 contract, 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 contract.

**2. Affirmative Action**

- a. **Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. **Women and Minority Owned Business Enterprises (W/MBE).** The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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 subcontractors.

### 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 contract. 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 contract, 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.

**C. "Section 3" Clause**

- I. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- II. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- III. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### **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 contract 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 contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - III. **Selection Process.** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. **Conflict of Interest.** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the COBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this contract results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-for-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. OMB

Circulars referenced in this section can be found at <http://www.whitehouse.gov/omb/circulars/default/>.

2. The SUBRECIPIENT shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (Implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in 24 CFR 570.502(b).

**F. Insurance Requirements.**

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

**G. Contract Modifications.**

1. In the event the parties fail to agree on changes or interpretations of this contract, 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 contract, 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 contract.

**H. Reversion of Assets.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

**I. Suspension or Termination of Agreement.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

- (a) Failure by the SUBRECIPIENT to comply with the provisions of this contract 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.
2. 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 contract 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  
210 West Mission Ave  
Bellevue, NE 68005
- b. To SUBRECIPIENT: Board President  
Heartland Family Service  
2101 S. 42<sup>nd</sup> Street  
Omaha, NE 68105
- c. Copy to: Finance Director  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

\_\_\_\_\_  
Rita Sanders, Mayor  
City of Bellevue, Nebraska

  
\_\_\_\_\_  
Melissa Crawford, Chairman of the Board  
Heartland Family Service

\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

  
\_\_\_\_\_  
John Jeannotte, President and CEO  
Heartland Family Service

ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, 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 Rita Sanders and Sabrina Ohnmacht, 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 )  
COUNTY OF SARPY. ) SS.  
Douglas



The above and foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2018, by Melissa Crawford, Chairman of the Board of Heartland Family Services, on behalf of the organization.

My Commission Expires:

May, 26 2021

  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\* 36.7  
2-27-18

COUNCIL MEETING DATE:	02/26/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Dave Stukenholtz <i>DS</i>		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

**DMS License renewal**

SYNOPSIS:

The police department has a reoccurring license agreement with PowerDMS that contains our policies, testing and surveys for the department.

FISCAL IMPACT:

**\$3,938.99**

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	DMS license 1yr		
	Expected Start Date:	04/01/2018	Expected End Date:	03/31/2019
	CIP Project Name:			
	MAPA # and Name:			
	Street District # and Name:			
Finance	Distribution Code:	80-20		
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]			
	GL Account #:	6034	GL Account Name:	Contractual Services

RECOMMENDATION:

I recommend that the Council approve the license renewal for the PowerDMS.

BACKGROUND:

The police department has used DMS for our policy manual, training and testing for many years now, and it is a very handy tool for the entire department. Any questions about policy, or any new information that needs to be disseminated, is done in a timely manner through DMS.

ATTACHMENTS:

1	1yr license for DMS	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

6034

## Subscription Quote

## Contract Details

Account Number: A-1481  
Customer: Bellevue Police Department (NE)  
Sales Rep: Michelle Smith

## Order Details

Order #: Q-22155  
Order Date: 4/1/2018  
Valid Until: 4/1/2018  
Subscription Start Date: 4/1/2018  
Initial Term: 12

## Customer Contact

Billing Contact: Bellevue Police Department (NE)  
Jody Van Houten  
Address: Jody Van Houten  
Executive Aide  
Bellevue Police Department  
1510 Wall Street  
Bellevue, NE 68005

Billing Contact Email: jody.vanhouten@bellevue.net  
Phone: (402) 293-3172  
Fax:

## Payment Terms

Payment Term: Net 60

Notes:

PO Number:

## Subscription Service

Item	Type	Start Date	End Date	Qty	Price	Total
HPOL	Recurring	4/1/2018	3/31/2019	1	\$3,263.99	\$3,263.99
POLICY module including TEST, SURVEY, and ALERTS						
HPOL-LIC	Recurring	4/1/2018	3/31/2019	150	\$4.50	\$675.00
PowerDMS.com - Annual POLICY Client License						
TOTAL:						\$3,938.99

## Additional Terms and Conditions

**Payment Terms** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

## Bellevue Police Department (NE)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL

# MINUTE RECORD

4  
2-27-18

## CLAIMS FOR FEBRUARY 27, 2018

PAGE 1

### MAYOR

SARPY CO ECONOMIC DEV CORP	2018 BOARD LUNCHES	50.00
		<u>\$ 50.00</u>

### CITY ADMINISTRATOR

CENTURY LINK	MONTHLY SERVICE-2018-1-17	219.11
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	(165.97)
METROPOLITAN AREA PLANNING AGENCY	ADMINISTRATOR LUNCHES	22.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	119.16
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	132.06
		<u>\$ 326.36</u>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE	167.10
		<u>\$ 167.10</u>

### LEGAL

MARK A KLINKER	RETAINER-FEB 2018	500.00
MATTSON, RICKETTS, DAVIES, STEWART AND CALKINS	ARBITRATION FEE	2,406.50
		<u>\$ 2,906.50</u>

### CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2018-1-17	219.10
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	66.02
		<u>\$ 285.12</u>

### CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2018-1-17	219.10
INDOFF	OFFICE SUPPLIES	10.18
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	89.83
		<u>\$ 319.11</u>

### FINANCE/RISK MANAGEMENT/SAFETY

BELLEVUE OPTICAL	SAFETY GLASSES	125.00
CENTURY LINK	MONTHLY SERVICE-2018-1-17	219.11
INDOFF	OFFICE SUPPLIES	86.32
J P COOKE COMPANY	SELF INKING STAMP	61.50
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	77.10
MATT KNIGHT	REIMB FOR SAFETY BOOTS	189.99
THE CURE	DISPOSABLE RESPIRATORS, FIRST AID SUP	289.98
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	66.02
		<u>\$ 1,115.02</u>

### LIBRARY

CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
CLARITUS, INC	PINWHEEL TAPES	62.06
COMPUTYPE, INC	ITEM BARCODES	646.00
EBSCO INFORMATION SERVICES	ANNUAL PERIODICS RENEWAL	6,417.05
ELM USA, INC	OFFICE SUPPLIES	194.95

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

PAGE 2

### LIBRARY (cont'd)

INGRAM LIBRARY SERVICES	BOOKS	3,253.92
MAILFINANCE	POSTAGE METER RENTAL	176.46
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-5	108.85
MICHELLE BULLOCK	REIMB FOR PROGRAM SUPPLIES	23.21
MICROFILM IMAGING SYSTEMS	ANNUAL SERVICE AGREEMENT FOR COPIER	610.00
OCLC INC	ON-LINE CATALOGING	1,261.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	1,796.85
RECORDED BOOKS	RECORDED BOOKS	2,586.10
RUFF WATERS	AQUARIUM MAINTENANCE	129.92
SCHOLASTIC LIBRARY PUBLISHING	BOOKS	152.10
SHOWCASES	CD ALBUMS	674.46
STAPLES ADVANTAGE	OFFICE SUPPLIES	29.99
VALUE LINE	VALUE LINE ANNUAL RENEWAL	1,050.00
VIDEO STORE SHOPPER	DVD CASES, PACK LOCKS	1,174.70
		<hr/>
		\$ 20,432.86

### ADMINISTRATIVE SERVICES/PERSONNEL

BELLEVUE PRINTING COMPANY	APPLICATIONS FOR SEASONAL EMPLOYMENT	90.00
CENTURY LINK	MONTHLY SERVICE-2018-1-17	219.11
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	903.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	108.00
INTEGRATED REHAB	DRUG SCREEN	160.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	107.57
MAX I WALKER	UNIFORM PURCHASE	296.33
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	72.78
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,077.73
		<hr/>
		\$ 4,034.52

### PUBLIC WORKS

MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	87.98
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-10	9.22
OMAHA WORLD HERALD CO	LEGAL AD	18.45
ONE CALL CONCEPTS	DIGGERS HOTLINE	225.39
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	609.19
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	59.55
		<hr/>
		\$ 1,009.78

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	664.00
CAMPGROUND AUTOMATION SYSTEMS	ONLINE CAMPGROUND RESERVATION	550.00
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOL RENOVATIONS	193,731.48
DULTMEIER SALES LLC	PARTS	196.93
MARCO, INC	COPIER EXPENSE	92.36
MAX I WALKER	UNIFORM PURCHASE-PER CONTRACT	2,055.96
MENARDS	LUMBER	439.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-8	1,038.09
MICHAEL TODD & COMPANY	CUTTING BLADES FOR PLOWS	1,779.94
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES	127.45
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	3,984.23

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

PAGE 3

### PARKS (cont'd)

PAPILLION SANITATION	CODE DUMPSTER	618.03
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	206.34
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,964.21
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES, CLEANING SUPPLIES	174.26
		<b>\$ 207,635.92</b>

### RECREATION

BELLEVUE PRINTING COMPANY	POOL PASSES, SUMMER BROCHURES	315.65
KARLA NAVARRETE	REFUND RENTAL DEPOSIT	150.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	17.15
NEBRASKA DEPT OF HEALTH & HUMAN SERVICES	POOL PERMITS FOR THE SEASON	120.00
OMAHA NEON SIGN CO	INSTALL SCOREBOARD-BALDWIN	3,000.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	58.59
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	50.25
		<b>\$ 3,711.64</b>

### BUILDING MAINTENANCE

BELLEVUE VACUUMS	VACUUM REPAIR	39.95
BIG RED LOCKSMITHS	KEY	8.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	296.74
CONTROL MANAGEMENT	CONTROLLER REPAIR-DIST 3	2,187.21
CONTROL MASTERS, INC	NEW CONTROLLER-1510 WALL ST	752.45
ENGINEERED CONTROLS	AIR HANDLER REPAIR	282.00
GENERAL FIRE & SAFETY CO	INSPECT FIRE EXINGUISHERS	352.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.50
INTERSTATE POWER SYSTEMS, INC	FIRE DEPT HEATER REPAIR IN BAY	1,570.85
JACKSON SERVICES, INC	DOOR MATS SERVICE	168.17
KB BUILDING SERVICES	FEB JANITORIAL SERVICES-CITY BLDG	9,591.77
MAX I WALKER	UNIFORM PURCHASE	293.82
MENARDS	PLUMBING SUPPLIES, TAPE,WASTEBASKETS, BATTERIES, SUPPLIES	203.63
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-6	894.76
MR ED'S FLAGPOLE COMPANY	RETAINER RING	38.21
MUNCH ELECTRIC	EXTEND CIRCUIT IN THE SHOP	550.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE-1510 WALL ST	296.06
OMAHA DOOR & WINDOW COMPANY	NEW DOOR CLOSURE-TRAINING SITE	234.60
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	1,501.53
OVERHEAD DOOR COMPANY	BRAKE SOLENOID, LUBE, REPLACE CARRIAGE	1,355.25
PLIBRICO REFRACTORY CONSTRUCTION	HEAT PUMP REPAIRS	552.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	530.00
SECURITY EQUIPMENT	CHANNEL RECEIVERS, TRANSMITTERS	577.00
SUPPLYWORKS	JANITORIAL SUPPLIES	36.17
TRICO MECHANICAL SERVICES	AC MAINTENANCE	1,953.28
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	24.26
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	324.38
		<b>\$ 24,636.59</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

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### CEMETERY

COLDSRING GRANITE COMPANY	NEW NICHE FRONT	546.00
MENARDS	VACUUM, SNOW SHOVEL	139.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-6	89.57
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	1,154.04
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	50.25
		<hr/>
		\$ 1,979.82

### STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	1,660.51
CENTRAL SALT	DE-ICING SALT	31,291.99
CONCRETE SUPPLY, INC	CONCRETE WINTER SERVICE	2,937.50
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	15,718.25
DREF'S TREE SERVICE, INC	CUT DOWN 2 TREES AND HAUL AWAY	1,800.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	85.00
MAX I WALKER	UNIFORM PURCHASE PER CONTRACT	857.28
MENARDS	SUPPLIES, TOOLS	46.39
METRO LEASING	METRO LEASES - 8696 & 8697	24,778.20
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-5	1,077.08
MIDWEST SALES & SERVICE CO	HD REPLACEMENT TIP	36.65
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2018-1-25	79,785.85
READY MIXED CONCRETE COMPANY	CONCRETE	3,968.20
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	229.91
UNITED SEEDS	TURF MIXTURE	360.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,865.91
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 168,512.14

### FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHT BAR, EMITTERS, LIGHT BARS	9,353.44
A + UNITED RADIATOR REPAIR	BAKE AND BLAST DPF AND DOC FILTERS	450.00
A&L HYDRAULICS, INC	REBUILD HYD CYLINDER	184.66
AA WHEEL & TRUCK SUPPLY, INC	D-RINGS, GLASS, SUPPLIES	104.93
ALLIED OIL & TIRE COMPANY	ANTI FREEZE, OIL	1,209.90
AUTO VALUE PARTS - SOUTH OMAHA	REAR AXLE SHAFT, V-BELTS, TENSIONERS	335.52
AUTOMOTIVE WAREHOUSE DIST, INC	O-RING, GASKET, TENSIONERS, PARTS	1,721.48
BAUM HYDRAULICS CORP	PISTON SEAL	84.41
BAXTER CHRYSLER DODGE JEEP	TIE ROD, FILTERS, OIL	197.63
BAXTER FORD	STEP ASSEMBLY, PARTS	1,971.23
BELLEVUE TIRE & AUTO SERVICE	ALIGNMENT	188.80
CORNHUSKER INTERNATIONAL TRUCKS	THERMOSTAT, VALVES, SENSORS, PARTS	6,384.70
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	1,516.40
DANIELSON / TECH SUPPLY	BEAD LOOSENER BOOTIE	90.27
DANKO EMERGENCY EQUIPMENT	CONVERSION/REPAIR KIT	983.82
READING TRUCK EQUIPMENT	DIVIDER TRAY	146.00
DULTMEIER SALES LLC	REPAIR KIT FOR IMPELLER	172.00
EDWARDS CHEVROLET-CADILLAC	SWITCH	198.01
ELKHART BRASS MFG CO	REBUILD PISTON VALVE-ENG4	734.45
FACTORY MOTOR PARTS CO	SENDER AND PUMP ASSY, PARTS	864.45
FARM PLAN	WAFERS BRISTLE, BEARINGS	849.14
FLEET PRIDE	B-BOLTS, PARTS	412.60

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

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### FLEET MAINTENANCE (cont'd)

FORCE AMERICA, INC	SPINNER CONTROL VALVE	192.18
GCR TIRES & SERVICE	TIRES	603.82
INTERSTATE BATTERIES	BATTERIES	674.99
JIM HAWK TRUCK TRAILERS	CLEAR LAMP, TUBING, PARTS	346.58
KRIHA FLUID POWER CO	PLUG KIT, FITTINGS, PARTS	608.42
MATHESON TRI-GAS INC	WELDING SUPPLIES	144.38
MAX I WALKER	UNIFORM PURCHASE	299.56
MENARDS	STOPS RUST, TOOLS, SUPPLIES	125.15
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-6	117.79
NAPA AUTO PARTS	BEARINGS, OIL SEALS, FILTERS, PARTS	1,021.87
NEBRASKA ENVIRONMENTAL PRODUCTS	WIPER ARM	96.62
NEBRASKA IOWA INDUSTRIAL FASTENERS	CONNECTORS, SUPPLIES	850.17
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	1,289.22
O'REILLY AUTOMOTIVE PARTS	TENSIONER, CONNECTORS, PARTS	333.22
P&M HARDWARE	BLACKSMITH HANDLE	6.79
POWERPLAN	LOCK NUTS,CAP SCREWS, SNAP RINGS, PARTS	6,938.59
QUALITY TIRES, INC	TURF TRACK TIRE	106.00
ROSE EQUIPMENT	FLANGE GASKET	95.79
SERVICE EXPRESS CO	COUPLERS	18.60
SOUTHERN CARLSON, INC	STEAM CLEANING SOAP	500.00
SPARTAN MOTORS USA, INC	SEAT BELT SWITCH	856.36
STATE OF NEBRASKA-SURPLUS PROPERTY	PARTS WASHER FOR FAB SHOP	300.00
STATE STEEL	HOT ROLLED FLAT STEEL	105.67
SUPERIOR SIGNALS	CLEAR HALOGEN LAMP, STROBE	305.75
SUSPENSION SHOP	LEAF SPRINGS, U-BOLTS	728.20
TOYNE, INC	LIGHTHEAD BRACKET, REPLACE DOORS	548.86
TURFWERKS	FILTERS	305.41
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	69.86
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	487.41
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WATEROUS COMPANY	DRAIN VALVE	533.92
WELDON PARTS INC	LIGHTS FOR FIRE TRUCKS	56.36
WESTLAKE ACE HARDWARE	BULK FASTENERS	4.76
WICK'S STERLING TRUCKS	REMAN STARTER, PARTS	354.52
WOODHOUSE FORD SOUTH	RADIATOR, PARTS	671.39
		<b>\$ 47,929.45</b>

### PLANNING

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-10	8.35
OMAHA WORLD HERALD CO	LEGAL AD	14.35
		<b>\$ 22.70</b>

### PERMITS & INSPECTIONS

CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	27.42
JOHN COOK	ADVANCE FOR TRAINING-COOK	245.25
MARY LOU SCHWOPE	ADVANCE FOR TRAINING-SCHWOPE	245.25
MAX I WALKER	UNIFORM PURCHASE PER CONTRACT	584.32
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-10	11.14
MICHAEL SCHROEDER	ADVANCE FOR TRAINING	245.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	677.12
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	201.59
		<b>\$ 2,237.34</b>



# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

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### POLICE/CODE ENFORCEMENT

911 CUSTOM, LLC	CRUISER FLASHLIGHTS	2,419.60
AMERICAN TRAILER AND STORAGE, INC	GROUND LEVEL STORAGE CONTAINER	2,800.00
ARADIUS GROUP	TARGETS FOR RANGE	105.00
BELLEVUE ANIMAL HOSPITAL	VET VISITS	362.31
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-MAR 2018	1,200.00
BLACK BAG TECHNOLOGIES	CYBER CRIMES LICENSE RENEWALS	1,380.00
CDWG GOVERNMENT	ROUTER	598.00
CREATIVE RISK SOLUTIONS	WORK COMP CLAIMS-DEC 2017	500.00
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	8,022.31
CULLIGAN OF OMAHA	BOTTLED WATER	228.90
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEE	160.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	13.66
FERNICO LLC	ZRT 3 SOFTWARE MAINTENANCE	750.00
GREAT PLAINS UNIFORMS	INDUSTRIAL OUTERWEAR	165.00
INDOFF	OFFICE SUPPLIES	582.90
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
J P COOKE COMPANY	STAMPS	174.95
LP POLICE	LP POLICE MONTHLY PLAN FEE-JAN 2018	104.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	475.23
MEDTRONIC PHYSIO-CONTROL	QUARTERLY AED MAINTENANCE	594.00
METRO LEASING	METRO LEASES - 8696 & 8697	3,942.76
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-10	203.09
MIDWEST VETERINARY SPECIALTY HOSPITAL	VET VISIT-AXE	475.00
NEBRASKA DEPARTMENT OF MOTOR	UNDERCOVER PLATES	6.60
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	276.43
ROGER'S TOWING	TOW AND STORAGE CHARGE	140.00
SECRETARY OF STATE	NOTARY RENEWAL-FOREMAN	30.00
SPRINT	MONTHLY SERVICE	125.22
SUNSET LAW ENFORCEMENT, LTD	AMMO	939.00
TRI-TECH FORENSICS, INC	EVIDENCE BAGS	94.24
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,971.18
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	3,397.35
WESTLAKE ACE HARDWARE	CHAIN PROOF, LOCKS	45.17
ZACH STALDER	REIMB MEALS FOR TRAINING	229.50
		<b>\$ 44,692.35</b>

### FIRE & RESCUE

ACTION SIGNS	LETTERING FOR FC6	1,185.00
AIRGAS USA, LLC	MEDICAL SUPPLIES	275.65
ARROW INTERNATIONAL	MEDICAL SUPPLIES	1,260.17
AVI SYSTEMS	SYSTEM SUPPORT AGREEMENT TO	1,300.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,329.66
CAPE TRUCK ACCESSORIES	TRUCK VAULTS	5,823.00
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	1,744.93
FIRE DEPARTMENT CLOTHING	T-SHIRTS	1,474.31
FIREGUARD	RECHARGE FIRE EXTINGUISHER	564.18
J P COOKE COMPANY	NAME TAG FOR HONOR GUARD	369.75
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-ALL DIST	3,074.16
MARCO, INC	COPIER EXPENSE	522.43
MAX I WALKER	UNIFORM PURCHASE	291.83
MENARDS	SUPPLIES	163.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-5	5,801.15

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

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### FIRE & RESCUE (cont'd)

MUNICIPAL EMERGENCY SERVICES	HUSKY PORTABLE TANK	1,045.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	8,923.05
PCS MOBILE	LAPTOPS, SOFTWARE	6,940.34
RINE AUCTIONEERS	CHAIRS	450.00
SHRED-IT USA	SHREDDING SERVICE	144.00
SPRINT	MONTHLY SERVICE-2018-2-4	122.97
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,389.21
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	899.14
WESTLAKE ACE HARDWARE	RUNNERS, BLOW OFF DUSTER, ELEC CLEANER	45.58
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,850.00
		<b>\$ 54,989.07</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2018-1-17	557.50
INFOSAFE SHREDDING	SHREDDING SERVICE	60.00
LOCKTON COMPANIES, LLC	WELLNESS PGM CONSULTING-FEB 2018	1,650.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-7	100.56
NE-DEPARTMENT OF REVENUE	SALES TAX - JAN 2018	64.92
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAR 2018	12,796.61
		<b>\$ 15,229.59</b>

### INFORMATION TECHNOLOGY

ACCESS	BACKUP STORAGE TAPES	351.16
CORE TECHNOLOGIES, INC	COMMUNICATION PARTS	1,531.36
CXTEC	COMPUTER JUMPER CABLES	96.23
DATASPAN, INC	BACKUP TAPES FOR IT	1,187.50
DELL MARKETING L.P.	LAPTOPS FOR TRAINING SITE	5,041.41
MENARDS	FLASH DRIVE, WATER WAND	62.95
MOTOROLA SOLUTIONS, INC	ANTENNA	328.50
ONE CALL CONCEPTS	LOCATE FEE	3.03
TESSCO	DOCKING STATIONS	776.31
TJ CABLE	LOCATE FEE	150.00
		<b>\$ 9,528.45</b>

### WASTEWATER

AMERICAN FENCE COMPANY	FENCE AROUND LIFT STATION AT 48TH	3,608.28
CREATIVE RISK SOLUTIONS	TPA WORK COMP FUNDING-JAN 2018	2,410.28
CREATIVE RISK SOLUTIONS	WORK COMP CLAIMS-DEC 2017	250.00
ELLIOTT EQUIPMENT CO	PIGTAIL	460.00
HANEY SHOE STORE	SAFETY SHOES	331.98
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-JAN 2018	46.08
MAX I WALKER	UNIFORM PURCHASE	291.81
MENARDS	SHARK NAVIGATOR, SUPPLIES	192.77
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-6	889.76
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	3,453.58
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	707.43
U.S. CELLULAR	MONTHLY SERVICE-2018-2-4	501.93
		<b>\$ 13,143.90</b>

### ECONOMIC DEVELOPMENT-LB 840

LEO A DALY COMPANY	SANITARY SEWER IMP-GO READY PROJECT	22,000.00
		<b>\$ 22,000.00</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 27, 2018

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COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTING FEE-2018-2-9	2,303.25
		<u>\$ 2,303.25</u>

BELLEVUE NUMICIPAL BUILDING-1500 WALL ST

J P COOKE COMPANY	NAME PLATES AND HOLDERS FOR NEW CHAMBER	1,267.50
MENARDS	ELEMENTS RUNNER	89.40
OMAHA NEON SIGN CO	FURNISH AND INSTALL SIGNS	12,725.00
SHOPKO STORES OPERATING CO, LLC	CREDENZA FOR NEW OFFICE	89.99
TWO MEN AND A TRUCK	MOVING OF ADMIN SVC, CLERK AND CABLE	2,390.00
		<u>\$ 16,561.89</u>

TOTAL CLAIMS FOR FEBRUARY 27, 2018	<u>\$ 665,760.47</u>
TOTAL PAYROLL FOR FEB 9, 2018	<u><u>\$ 968,278.39</u></u>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a  
2-27-18

COUNCIL MEETING DATE:	February 12, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Administration & Human Resources	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Compensation Ordinance 3901

SYNOPSIS:

The Compensation Ordinance is updated as-needed to reflect pay ranges for employees of the City that are covered under approved bargaining unit agreements and those positions that are unclassified. The ranges are based upon market rate research.

FISCAL IMPACT:

Dependent upon actual wage adjustments per contract or position.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

NA

RECOMMENDATION:

Approve the Compensation Ordinance No.#3901

BACKGROUND:

The Compensation Ordinance provides updated salary and wage ranges for both union and unclassified City of Bellevue employees. The Compensation Ordinance was last updated on 12/14/15.

ATTACHMENTS:

1 Compensation Ordinance #3901

2

3

4

5

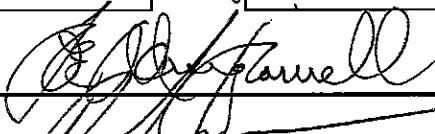
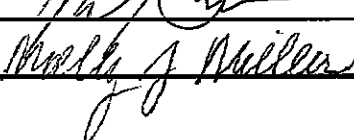
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

"Red-lined"

ORDINANCE NO. 3901 XXXX

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 3828 ~~3778~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)  
Effective December 11, 2017 ~~October 1, 2014~~

<u>Grade</u>	<u>Range</u>
<del>1</del>	By Contract
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
<del>11</del>	By Contract
<del>12</del>	By Contract
<del>13</del>	By Contract

B. Bellevue Professional Management Association (Management and Professional)  
Effective October 23, 2017 ~~June 22, 2015~~

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

<del>Administrative Assistant - Fire</del>	By Contract
<del>Assistant Library Director</del>	By Contract
<del>City Planner</del>	By Contract
<del>Community Policing/Relations Coordinator</del>	By Contract
<del>Code Enforcement Supervisor</del>	By Contract
<del>Communications System Coordinator</del>	By Contract
<del>Community Relations/Media Coordinator</del>	By Contract
<del>Deputy Clerk</del>	By Contract
<del>Executive Aide to the Chief of Police</del>	By Contract
<del>Fabrication Supervisor</del>	By Contract
<del>Fleet Maintenance Foreman</del>	By Contract
<del>Foreman II - Streets</del>	By Contract
<del>Foreman II - Parks</del>	By Contract
<del>Human Resources Coordinator</del>	By Contract
<del>Librarian II</del>	By Contract
<del>Permits and Inspections Office Manager</del>	By Contract
<del>Professional Standards Investigator</del>	By Contract
<del>Public Works Administrative Secretary</del>	By Contract

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Public Works Engineer I	By Contract
Purchasing Agent	By Contract
Records Unit Supervisor	By Contract
Recreation Superintendent	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Attorney	By Contract
	City Clerk	<del>\$ 5,347 - \$ 7,213 4,855 - \$ 6,861</del>
	City Engineer	\$ 0 - \$ 0
	Treasurer	\$ 270 - \$ - 354

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Administrative Services Director	\$ 8,052 - \$ 10,202 <del>6,379 - \$ 9,617</del>
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492 <del>3,737 - \$ 5,791</del>
	Assistant City Administrator	By Contract
	CDBG/Contract Manager Specialist	\$ 4,600 - \$ 6,477
	Chief Building Official	\$ 5,228 - \$ 7,029
	Compliance and Control Manager	\$ 5,288 - \$ 7,445
	Finance Director	\$ 7,004 - \$10,338
	Fire Chief	\$ 8,227 - \$ 10,608 <del>7,304 - \$10,267</del>
	Fleet Maintenance Superintendent	\$ 4,972 - \$ 6,497
	Human Resources Coordinator	\$ 4,554 - \$ 6,066
	Human Resource Manager	\$ 6,363 - \$ 8,515 <del>4,909 - \$ 6,826</del>
	Manager of Engineering Services	\$ 6,480 - \$ 8,675 <del>5,878 - \$ 8,393</del>
	Library Director	\$ 6,415 - \$ 8,177 <del>5,743 - \$ 7,904</del>
	Park Superintendent	\$ 4,991 - \$ 6,937
	Planning Director	\$ 6,550 - \$ 8,945 <del>5,618 - \$ 8,330</del>
	Police Chief	\$ 7,906 - \$ 10,734 <del>7,231 - \$10,299</del>
	Public Works Director	\$ 7,807 - \$ 10,465 <del>7,157 - \$10,386</del>
	Public Works Engineer II	\$ 5,645 - \$ 7,438 <del>5,238 - \$ 7,197</del>
	Risk Manager Safety / Insurance Coordinator	\$ 4,719 - \$ 6,533 <del>4,119 - \$</del>
5,644	Street Superintendent	\$ 5,110 - \$ 7,053
	Wastewater Operations Manager	\$ 4,404 - \$ 5,996

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CADD Technician	\$ 19.60 - \$ 26.91
	CATV Specialist	\$ 18.77 - \$ 27.12 <del>18.03 - \$ 24.32</del>
	Executive Secretary	\$ 21.44 <del>20.91</del> - \$ 29.23
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82
	Emergency Medical Services Assistant	\$ 17.30 - \$ 24.64
	Fire Inspector	\$ 20.60 - \$ 29.05

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association  
Effective October 1, 2014

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association  
Effective ~~January 11, 2016~~ May 1, 2009

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command  
  
Unclassified Range (monthly)

	Assistant Fire Chief	\$ <del>7,214</del> - \$ <del>8,926</del> 6,822--\$ 8,890
--	----------------------	---

Section 5a.	<u>International Association of Firefighters Local 4906 (Fire Command Staff)</u> Effective <u>January 22, 2018</u> <del>October 1, 2014</del>
-------------	--

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract



Section 6. Seasonal: Effective through December 31, 2015

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
\$8.00	\$8.25	\$8.50	\$8.75	\$9.00
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
\$9.25	\$9.50	\$9.75	\$10.00	\$10.25
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
\$10.50	\$10.75	\$11.00	\$11.25	\$11.50
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>
\$11.75	\$12.00	\$12.25	\$12.50	\$12.75
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>
\$13.00	\$13.25	\$13.50	\$14.00	\$14.50
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	
\$14.75	\$15.00	\$15.25	\$15.50	

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Section 6. Seasonal: Effective January 1, 2016

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00		
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>		
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>		
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50		
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>		
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75		
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>		
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00		
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions                      Range (hourly)  
Part-Time Administrative Intern Position:    \$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)  
Effective January 8, 2018 October 1, 2014

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance ~~3828~~ 3778 is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018 ~~15~~.

ATTEST:

\_\_\_\_\_  
Rita Sanders, Mayor

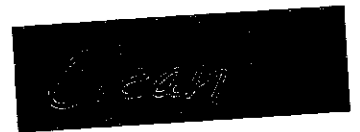
\_\_\_\_\_  
Sabrina Ohnmacht, City Clerk

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

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

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

# ORDINANCE RECORD



## ORDINANCE NO. 3901

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 3828; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)  
Effective December 11, 2017

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)  
Effective October 23, 2017

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Attorney	By Contract
	City Clerk	\$5,347 - \$7,216
	Treasurer	\$270 - \$354

# ORDINANCE RECORD

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Administrative Services Director	\$ 8,052 - \$ 10,202
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492
	Assistant City Administrator	By Contract
	Compliance and Control Manager	\$ 5,288 - \$ 7,445
	Finance Director	\$ 7,004 - \$ 10,338
	Fire Chief	\$ 8,227 - \$ 10,608
	Human Resources Coordinator	\$ 4,554 - \$ 6,066
	Human Resources Manager	\$ 6,363 - \$ 8,515
	Manager of Engineering Services	\$ 6,480 - \$ 8,675
	Library Director	\$ 6,412 - \$ 8,177
	Planning Director	\$ 6,550 - \$ 8,945
	Police Chief	\$ 7,906 - \$ 10,734
	Public Works Director	\$ 7,807 - \$ 10,465
	Public Works Engineer II	\$ 5,645 - \$ 7,438
	Risk Manager	\$ 4,719 - \$ 6,533
Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12
	Executive Secretary	\$ 21.44 - \$ 29.23
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82
Section 2c.	If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.	
Section 3.	<u>Bellevue Police Officers Association</u>	
	Effective October 1, 2014	
	<u>Job Classification</u>	<u>Range (hourly)</u>
	Police Officer	By Contract
	Sergeant	By Contract
Section 4.	<u>Bellevue Police Command Staff Association</u>	
	Effective January 11, 2016	
	<u>Job Classification</u>	<u>Range (hourly)</u>
	Police Captain	By Contract
	Police Lieutenant	By Contract
Section 5.	<u>Fire Command</u>	
	<u>Unclassified</u>	<u>Range (monthly)</u>
	Assistant Fire Chief	\$ 7,214 - \$ 8,926
Section 5a.	<u>International Association of Firefighters Local 4906 (Fire Command Staff)</u>	
	Effective January 22, 2018	
	<u>Job Classification</u>	<u>Range</u>
	Battalion Fire Chief	By Contract
	Fire Captain	By Contract
	Firefighters	By Contract

ORDINANCE RECORD

Section 6. <u>Seasonal:</u>						
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00		
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>		
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>		
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50		
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>		
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75		
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>		
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00		
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75

Section 7. <u>Part-Time Positions:</u>						
<u>Part-Time Administrative Positions:</u>						
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42	
<u>Unclassified Part-Time Positions</u>			<u>Range (hourly)</u>			
Part-Time Administrative Intern Position:			\$9.00 to \$12.00			

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)  
Effective January 8, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

- Section 8. That Ordinance 3828 is hereby repealed.
- Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.
- Section 10. That this Ordinance shall be published in pamphlet form.
- Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.
- Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

Rita Sanders, Mayor

Sabrina Ohnmacht, City Clerk

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

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

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

10a  
2-27-18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	02-27-2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Event License Application - Bellevue Amateur Radio Club

SYNOPSIS:

The Bellevue Amateur Radio Club would like to use Washington Park for the ARRL Field Day on Saturday, June 23rd, starting at 8:00a.m. through Sunday, June 24th, at 3:00 p.m.

FISCAL IMPACT:

None - Waived

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

Please see the recommendations from the Police, Parks, and Street Departments.

BACKGROUND:

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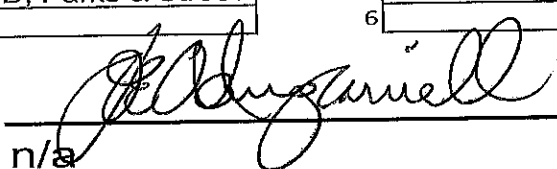
ATTACHMENTS:

- 1 Application
- 2 Comments from PD, Parks & Streets
- 3

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

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

Date: 2/14/2018

APPLICANT (Name/Address/Phone #): Dennis Mitchell / 8519 S 47<sup>th</sup> Ave, Bellevue NE 68157 / 402-690-2587

CORPORATION (Name/Address): Bellevue Amateur Radio Club / 7519 Chandler Hills Dr, Bellevue NE 68147

CORPORATION OFFICERS: George Bellairs (Club President), James Westcott (Vice President), Dennis Mitchell (Treasurer)

PROPOSED ACTIVITY: Bellevue Amateur Radio Club (BARC) will be participating in ARRL Field Day. Field Day is an amateur radio operating event during which amateur radio operators setup stations "in the field" and make radio contact with other stations set up across the United States and in other countries. Field Day gives amateur radio operators an opportunity to practice for emergencies and demonstrate our capabilities to the public. It is a 24 hour operating event which begins at 1:00 pm Saturday and concludes at 1:00 pm Sunday. The first ARRL Field Day was held in 1933 and is an annual event held the fourth weekend in June. BARC is a Nebraska non-profit organization; we ask that the \$50 event license fee be waived for this event.

DAY/DATE OF PROPOSED ACTIVITY: Saturday, June 23<sup>rd</sup> at 8:00 am through Sunday, June 24<sup>th</sup> at 3:00 pm.

LOCATION OF PROPOSED ACTIVITY: Washington Park, Bellevue

HOURS OF OPERATION: BARC would like to begin setting up at 8:00 am on Saturday. Field Day operations will begin at 1:00 pm. Visitors are welcome any time. Field Day will end at 1:00 pm on Sunday. Based on previous experience we will be packed up and out of the park by 3:00 pm Sunday.

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: Club members and visitors will use the existing restroom facilities in the park.

2. Running Water: Club members and visitors will use the existing facilities in the park.

3. Power: During the day radio stations will operate from small gasoline powered generators to demonstrate our ability to operate without commercial power. During Bellevue city quiet hours we will

**Police Department Requests:** We would like to let the Bellevue Police department know Bellevue Amateur Radio Club members will be in the park throughout the night. We will have tents setup to protect people and equipment from weather and to allow operators to sleep near their equipment when not actively operating.

**Parks Department Requests:** Bellevue Amateur Radio Club will need around the clock access to restroom facilities and electric power during the Field Day Event.

We would like to reserve the pavilion adjacent to the restrooms and the park gazebo for radio club use during the event. We will not interfere with people's use of playground equipment in the park. We welcome visitors interested in seeing amateur radio in operation.

We anticipate the Bellevue Farmer's Market will be held the morning of Saturday, June 23<sup>rd</sup> and end at Noon. Based on our observations in 2017 we expect they will be located in the southern two-thirds of Washington Park. We plan to initially setup on the north end of Washington Park and offer demonstrations of operating amateur radio stations to Farmer's Market visitors. When the Farmer's Market ends and its exhibitors leave we will setup additional radio stations in the park gazebo and south end of the park.

**Street Department Requests:** We do not anticipate needing any special services from the street department.





# MEMORANDUM OF CLUB LIABILITY INSURANCE

Coverage is provided in the: HANOVER INSURANCE COMPANY

POLICY NUMBER	POLICY PERIOD		AGENCY CODE
	FROM	TO	
RSC6086	5/1/2017	5/1/2018	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW.
NAMED INSURED AND MAILING ADDRESS			AGENT
Bellevue Amateur Radio Club 7518 Chandler Hills Drive Bellevue NE, 68147			RISK STRATEGIES COMPANY 333 W. WACKER DRIVE SUITE 1950 CHICAGO, IL 60606

Form of Business:

AMERICAN RADIO RELAY LEAGUE- RADIO CLUB LIABILITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ 200.00
Commercial Crime Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Boiler and Machinery coverage part	\$ _____
Commercial Auto Coverage Part	\$ _____

## PREMIUM

The total premium of \$ 200.00 is due at inception

Form(s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue:

401-1127 01/08, 401-1135 01/08, IL 0003 09/08, IL0017 11/98, IL0022 05/87, IL0140 11/05, IL0260 09/07, SIG1100 08/14

## LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products Completed Operations)	\$ 2,000,000
Products Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit (Any One Fire)	\$ 100,000
Medical Expense Limit (Any One Person)	\$ 10,000

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

# **What is ARRL Field Day?**

ARRL Field Day is the single most popular on-the-air event held annually in the US and Canada. On the fourth weekend of June of each year, more than 35,000 radio amateurs gather with their clubs, groups or simply with friends to operate from remote locations.

Field Day is a picnic, a campout, practice for emergencies, an informal contest and, most of all, FUN!

It is a time where many aspects of Amateur Radio come together to highlight our many roles. While some will treat it as a contest, other groups use the opportunity to practice their emergency response capabilities. It is an excellent opportunity to demonstrate Amateur Radio to the organizations that Amateur Radio might serve in an emergency, as well as the general public. For many clubs, ARRL Field Day is one of the highlights of their annual calendar.

The contest part is simply to contact as many other stations as possible and to learn to operate our radio gear in abnormal situations and less than optimal conditions.

We use these same skills when we help with events such as marathons and bike-a-thons; fund-raisers such as walk-a-thons; celebrations such as parades; and exhibits at fairs, malls and museums. — these are all large, preplanned, non-emergency activities.

But despite the development of very complex, modern communications systems — or maybe because they ARE so complex — ham radio has been called into action again and again to provide communications in crises when it really matters. Amateur Radio people (also called “hams”) are well known for our communications support in real disaster and post-disaster situations.

## **What is the ARRL?**

The American Radio Relay League is the national association for Amateur Radio in the USA, representing over 171,000 FCC-licensed Amateurs. The ARRL is the primary source of information about what is going on in ham radio. It provides books, news, support and information for individuals and clubs, special events, continuing education classes and other benefits for its members.

## **What is Amateur Radio**

Often called “ham radio,” the Amateur Radio Service has been around for a century. In that time, it’s grown into a worldwide community of licensed operators using the airwaves with every conceivable means of communications technology. Its people range in age from youngsters to grandparents. Even rocket scientists and a rock star or two are in the ham ranks. Most, however, are just normal folks like you and me who enjoy learning and being able to transmit voice, data and pictures through the air to unusual places, both near and far, without depending on commercial systems.

The Amateur Radio frequencies are the last remaining place in the usable radio spectrum where you as an individual can develop and experiment with wireless communications. Hams not only can make and modify their equipment, but can create whole new ways to do things.



**For More Information visit: [www.arrl.org](http://www.arrl.org)**

Updated: 1/2017

## Sabrina Ohnmacht

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**From:** Rob Bailey  
**Sent:** Wednesday, February 21, 2018 8:52 AM  
**To:** Sabrina Ohnmacht; Brian Madison; Bobby Riggs  
**Subject:** RE: Event License Review

I see no issues with the application.

I will send out e-mail to inform the troops.

Sgt. Bailey

**From:** Sabrina Ohnmacht  
**Sent:** Friday, February 16, 2018 10:55 AM  
**To:** Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>  
**Subject:** Event License Review

Please review and advise of any possible issues by Wednesday, 2/21, at noon.

Please note, at this time no one has requested nor received approval for the Farmer's Market in Washington Park for this summer.

Please let me know if there are any questions

Thank you!  
Sabrina

**Sabrina Ohnmacht, CMC**  
**City Clerk**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
\*\*please note new street address\*\*

## Sabrina Ohnmacht

---

**From:** Brian Madison  
**Sent:** Thursday, February 22, 2018 8:03 AM  
**To:** Sabrina Ohnmacht; Rob Bailey; Bobby Riggs  
**Subject:** RE: Event License Review

No issues from the Parks Department. They usually do this every year.

Brian

---

**From:** Sabrina Ohnmacht  
**Sent:** Friday, February 16, 2018 10:55 AM  
**To:** Brian Madison; Rob Bailey; Bobby Riggs  
**Subject:** Event License Review

Please review and advise of any possible issues by Wednesday, 2/21, at noon.

Please note, at this time no one has requested nor received approval for the Farmer's Market in Washington Park for this summer.

Please let me know if there are any questions

Thank you!  
Sabrina

**Sabrina Ohnmacht, CMC**  
**City Clerk**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
\*\*please note new street address\*\*

## Sabrina Ohnmacht

---

**From:** Bobby Riggs  
**Sent:** Tuesday, February 20, 2018 5:13 AM  
**To:** Sabrina Ohnmacht  
**Subject:** RE: Event License Review

Street Department has no conflicts with the proposal.

**Bobby Riggs**  
**Street Superintendent**  
**City of Bellevue**  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: Bobby.Riggs@bellevue.net

---

**From:** Sabrina Ohnmacht  
**Sent:** Friday, February 16, 2018 10:55 AM  
**To:** Brian Madison; Rob Bailey; Bobby Riggs  
**Subject:** Event License Review

Please review and advise of any possible issues by Wednesday, 2/21, at noon.

Please note, at this time no one has requested nor received approval for the Farmer's Market in Washington Park for this summer.

Please let me know if there are any questions

Thank you!  
Sabrina

**Sabrina Ohnmacht, CMC**  
**City Clerk**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
*\*\*please note new street address\*\**



## City of Bellevue

To: Joseph A. Mangiamelli, City Administrator City Council President, John Hansen and members of the City Council

From: Rita Sanders, Mayor City of Bellevue

Subject: Mayor's Report February 2018

- Attend Solid Waste meeting at the Bellevue Senior Center • Attend Annual Sarpy Economic Development and received the award that honors Partner in Economic Development Award: The collaboration and formation of the Sarpy County Sewer Agency to all involved - Sarpy County, City of Bellevue, City of Gretna, City of Springfield, City of Papillion and City of La Vista.
- Deliver Meals on Wheels
- Attend hearing in Lincoln on Economic Development • Attend United Cities meeting and review upcoming legislature • Attend Agenda Meeting • Attend Farewell lunch for Larry Burks • Attend Baird Holm's Annual Women's Soiree • Washington DC for National Association of Regional Councils (Transportation and Infrastructure) and met with our Federal delegation on the importance of federal dollars and match program • Attend Smart Cities Lab meeting • Participate in student interviews with Bellevue University • Attend Nebraska National Guard Annual Awards Dinner and received the Distinguished Service Award • Assisted in packing and moving City offices • Attend Planning meeting for Ribbon Cutting/Open House for new City Hall • Attend Agenda meeting • Meeting with potential business • Attend MAPA monthly meeting • Attend City Employee's Appreciation Keno Night • Attend Chinese New Year event • Attend Nebraska League of Municipality Annual Winter meeting • Attend City Council Training SPARQ for new council chambers and Council Meeting



## City of Bellevue

Office of the City Administrator

February 21, 2018

To: Mayor Sanders, City Council President Moudry and  
Members of the Bellevue City Council  
From: Joseph A. Mangiamelli, City Administrator  
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- \*Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- \*Addressed questions from Sarpy County Sheriff's personnel in the Chief Elbert investigation
- \*Attended meeting management software training in Columbus
- \*Attended Sarpy Sewer Agency Administrators working group meeting
- \*Reviewed fire access road specification w/Fire and Planning personnel
- \*Participated in days two and three of the deposition into numerous police matters
- \*Attended Omaha Chamber Finance and Development Tools task force meeting
- \*Met with Planning staff and Commission Chair to review upcoming agenda
- \*Met with representatives of Spirit of Life Church regarding fireworks sales
- \*Attended Rotary Club meeting to support Epiphany in presentation of Bellevue solid waste project
- \*Prepared information for review by Senators Blood and Crawford relative to LB 389, small cell
- \*Attended meeting to discuss open house for 1500 Wall Street
- \*Inspected "junk" property at 3424 Chandler Road for corrective action discussion
- \*Attended Nebraska Community Energy Alliance Board meeting in Lincoln
- \*Attended Omaha Chamber Mega-Site task force meeting
- \*Met with City Councilmembers to discuss recent police issues
- \*Moved/relocated offices to 1500 Wall Street
- \*Attended Planning Commission meeting management training and monthly meeting
- \*Met with private developer and Planning staff to discuss possible opportunity



## City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

February 21, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Persons wishing to file for the Ward 2 or 4 City Council positions or Mayor in the 2018 Election must pay their filing fee to the City Clerk and then take that receipt to the Election Commissioner's office to complete the necessary paperwork.  
City Council fee is \$110, Mayor is \$150

Aside from a few small personal items, we are all moved into our new office on the first floor at Wall Street.

Pharaoh's has been sold to a new owner. The new liquor license app and request for a keno satellite location will be on the 1<sup>st</sup> meeting in March.

I will be assisting Tammi and Chris when they go live with training the Planning Commission on Sparq at their meeting on the 22<sup>nd</sup>.

Susan will be attending the Word 4 class on March 8<sup>th</sup>.





## CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street - Bellevue, NE 68005 - (402) 293-3000

### Bellevue Finance Department Status Report February 27, 2018

#### **ACCOUNTING AND FINANCE**

- Provide support for analytical questions from Auditors
- Treasury management
- February Bank Reconciliations
- Review and Manage E-req's
- Provide answers to departments regarding actuals and budget
- Authorize CDBG reimbursement request
- Weekly Call with Ultimate Software regarding new payroll system
- Pay bills online as approved/requested
- Processed credit card transactions and reconciled statements
- Prepared Minute Record / Research bills on minute record
- Verified and booked receipts from PayPort System and Haworth Camping System

#### **CDBG:**

- Continued preparing for the 2018 funding cycle with public hearing meeting dates and CDBG funding application form updates.
- Began project close out for two CDBG projects that have been complete: Hike Building Façade Improvement project and the Hastings Banner Bathroom installation project.

#### **RISK MANAGEMENT:**

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Continued to manage modified duties for restricted employees
- Continued to coordinate and enroll employees/spouses in the 2018 Employee Wellness Program
- Continued processing safety boot requests for eligible employees
- Continued discussions on updating the Emergency Management Manual

#### **Safety Inspector assisted Finance Department with:**

- Attended meetings and worked on moving City Hall offices to 1500 Wall Street
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$219,000 in sales**

Respectfully submitted,  
Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 2/22/2018

### A. General Items:

- QA/QI
- Moving Administration and Finance this week.
- Staff Meeting.
- Working on Ultimate payroll system.
- Meeting on station alerting system.

### B. Training:

- Ice rescue station training.
- Pre incident inspections.
- Principals of Thermal imager

### C. Inspections:

- Plan Review OMA – GRO Facility.
- Daycare Inspections.
- Bertha Barber.
- Twin Ridge.
- Wake Robin.

### D. Calls:

Fire – 51  
Rescue - 187

### E. Ambulance Billing

No mid-month report.





## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### F. Manpower Report Staffing

#### Staffing Report from 2/5/2018 through 2/11/2018

Monday	AM	E-21	3-Person	
Monday	PM	E-21	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E-1	3-Person	
Wednesday	PM	Full		
Thursday	AM	E-31	3-Person	
Thursday	PM	Full		
Friday	AM	E-1,41	3-Person	
Friday	PM	E-41	3-Person	
Saturday	AM	E-21,31	3-Person	
Saturday	PM	E-31	3-Person	
Sunday	AM	E-1,21,31,41	3-Person	EMS ASST OOS
Sunday	PM	Full		

#### Staffing Report from 2/12/2018 through 2/18/2018

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	E-31	3-Person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E-1	3-Person	
Friday	PM	Full		
Saturday	AM	E-31	3-Person	
Saturday	PM	E-21,E-31, E-41	3-Person	
Sunday	AM	E-41	3-Person	E-21, EMS Asst. OOS
Sunday	PM	E-21	3-Person	

Red highlight indicates 3-Person crew



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

**To:** Joe Mangiamelli, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 2/13/2018

- The Children's Department of the Bellevue Public Library hosted a green screen 2018 Winter Olympics photo shoot day on Saturday, Feb. 10, from 12 to 3 p.m. WOWT Channel 6 News did a feature on the event and the segment ran on the news that night. Some 60-70 people participated and had their photos taken with winter sport backgrounds. These photos will be emailed out to them. Louis Picco, manager at Dick's Sporting Goods in Papillion, provided several items of sport equipment to serve as props for the photo-ops.
- Both the Adult and Young Adult departments have displays in February featuring "Blind Date with a Book" themes. The books are covered with wrapping paper and a description of the book provided on the outside without the title. Patrons then check these out to explore possible authors and titles they have not previously tried.
- Director Julie Dinville completed the annual public library survey for the Nebraska Library Commission. The statistical report was due by mid-February. Completion of the survey is required for a library to become eligible for the public library accreditation program and the state aid to public libraries grant program.
- The public is invited to attend the Legislative Coffee on Saturday, Feb. 17, with State Senators Carol Blood and Sue Crawford. The State Senators will provide an update on the latest action in the Nebraska Legislature and then will take questions from the audience.
- The Circulation Department held meetings on Feb. 10<sup>th</sup> and reviewed "holds" procedures, upcoming projects, and the "lost paid" procedure among other items.



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

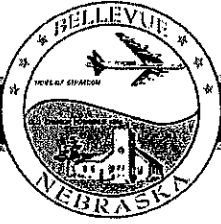
### Memo

**To:** Joe Mangiamelli, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 2/20/2018

- Over 80 persons attended the second annual Legislative Coffee hosted by the Adult Services Department at the Bellevue Public Library on Saturday, Feb. 17. Nebraska State Senators Carol Blood and Sue Crawford provided those in attendance with an update on the current Legislative Session and then responded to questions and comments from the audience. Refreshments for the event were provided by the Bellevue Library Foundation.
- During the FY 2016-17, the library checked out 411 book club kits to library and community book clubs and to other Nebraska libraries. That amounted to an average of about 34 kits per month. The Bellevue Library's current collection of kits, which registered book clubs can borrow, totals over 200 titles. Most of those have been purchased by the Bellevue Public Library from Foundation memorial monies, but several have been donated by participating book clubs.
- Director Julie Dinville met with Eric Jones, the new director of the Three Rivers Library System, on Wednesday, Feb. 14<sup>th</sup>. The Three Rivers system encompasses 21 counties including Antelope, Boone, Burt, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Knox, Madison, Nance, Pierce, Platte, Sarpy, Stanton, Thurston, Washington, and Wayne. Dinville and Jones toured the Bellevue Library and discussed services available through the Three Rivers Library System.
- Monthly library staff meetings were held in the morning and afternoon on Wednesday, Feb. 14. Topics discussed included a review of the correct procedures for handling group or institution cards, a review of staff email protocols, and discussion of reference question responses.
- About a dozen Chinese students currently attending Bellevue University provided a multifaceted program on the Chinese New Year and other Chinese traditions at the library on Feb. 16<sup>th</sup>. An audience of over 40 persons enjoyed learning about their traditions, being shown how to properly use chopsticks, and having their names written in Chinese calligraphy, among other activities. Most of the students appeared in beautiful traditional/historical costumes for the event.



## City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

**To:** Mayor Sanders, City Administrator Joe Mangiamelli, City Council Members  
**From:** Tammi Palm, Land Use Planner *up*  
**Date:** February 21, 2018  
**Subject:** Department Comments for Administration Report

Last week I traveled to Columbus, NE with various city personnel for the purpose of additional Sparq software training. The City of Columbus has been using the software for some time, and provided additional insight as we begin utilizing this program for our public meetings.

Planning Director Chris Shewchuk attended the Southern Sarpy Partnership meeting on February 15, 2018.

Chris and I met with Planning Commission Chair Leland Jacobson and City Administrator Joe Mangiamelli on February 16 for the purpose of going over the February 22, 2018 Planning Commission agenda and staff reports.

Planning staff met with an engineer and developer regarding development near 52<sup>nd</sup> Street and Capehart Road.

Chris attended a Smart Cities working group meeting at MAPA this week.

I am meeting with the architect and civil engineer for a new restaurant near South 10<sup>th</sup> Street and Cornhusker Road on February 21.

Chris is scheduled to meet this week with a developer regarding vacant property near Fort Crook Road and Cornhusker Road.

We will hold our first Planning Commission meeting in the new City Council chambers on Thursday, February 22, 2018.

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## INTEROFFICE MEMORANDUM

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**TO:** JOE MANGIAMELLI  
**FROM:** CAPTAIN DARGY  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 2/20/2018

### Code Enforcement Stats:

**February 9, 2018**

**February 16, 2018**

Calls – 254

218

### Notices:

Zoning – 2

3

Nuisance – 43

31

Clean Ups – 0

0

Tree Removal – 0

0

Certified Notices – 5

5

Officer Initiated – 31

40

Towed Vehicles – 1

1

Red Tags – 4

3

Snow Removal Notices – 0

19

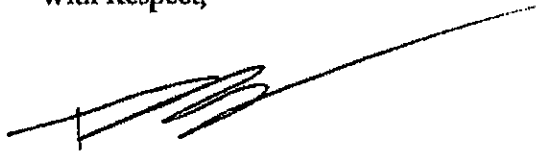
*By Joe 2/20/18*

Ofc. Jim Bartley was our 2017 Officer of the Year

We received word there is a fleet of MRAP Vehicle available at the Sierra Nevada Army Depot in California and we are up on the list. These vehicles were built in Canada and are slightly smaller than the one pictured on the Agenda Item, but are actually better suited for our needs. Attached is a photo. This version has additional windows and are more maneuverable. Some appear to be brand new and never put in service. I'm told some of the MRAPS still have plastic on the seats and the fluids are pre-fill lubrication. Sounds like

basically brand new, if we are lucky enough to get one of those. We will need to send one or two Officers out to actually do the paperwork and inspect/pick it out. Sounds like there are several, but its first come first serve. Werner Trucking has agreed to provide a low-boy and semi to haul and will pay the driver. we just need to pay for fuel, which should be around \$4500.00. I will update you once I hear back any additional info.

With Respect,

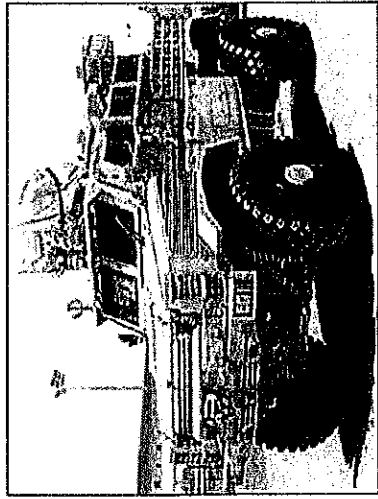
A handwritten signature in black ink, appearing to be 'Dargy', written over a horizontal line.

Captain Dargy



# SOCOM GDLS-C RG-31 A3

## NSN: 2355-01-570-7996



**System Description:** The GDLS-Canada RG-31, Mark 5EM (short cab) MRAP is a COTS vehicle. The vehicle is a derivative of the RG-31A2 designed for crew survivability against mine/IED blasts, blast fragmentation, and SAF, and featuring enhanced maneuverability and payload capacity.

**Missions:** Vehicle capable of supporting multiple operational mission profiles including recon, security, troop transport, medical evacuation, combat engineering, and EOD.

**Prime Contractor:** CCC, Ottawa; ON, Canada

**Point of Contact:** APM: Lauren Franke

Email: [Lauren.c.franke.civ@mail.mil](mailto:Lauren.c.franke.civ@mail.mil)

Office: 586-282-6860

Cell: 586-214-9984

### System Characteristics

Configuration Type	4x4
Personnel Capacity	7
Operational Length	257 in
Operational Width	107 in
Operational Height	148 in
Min. Ground Clearance	14.5 in
Max Speed	55 mph
Time to 50m	9.3 sec
Min Turning Diameter (curb to curb)	66.2 ft
GVWR	44,400 lbs
VCW (Does not include GFE)	36,120 lbs
Payload (GVWR-GVW-GFE)	7,000 lbs
Kit Weight	1,280 lbs
Max Slope (Long/Incline)	60%
Center of Gravity (GVW Vertical)	59.5
Consumption Rate (Mi/GAL)	TBD
HP	300
HP/Ton @ GVWR	13.5 hp/ton
EFP	N/A

### Special Features

300 hp Cummins ISB Engine

Oshkosh TAK4 ISS

Allison 3000 SP transmission

Accepted by Gov't: 105

LRIP 13 5 Vehicles (5 for test)

LRIP 13 100 Vehicles



## Public Works Director's Report

### February 27, 2018

*Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.*

#### **Administration: Jeff Roberts**

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
  - Director meetings 01.09.17, 01.23.18
  - Superintendent meetings 01.15.18, 01.29.18
  - MAPA TTAC 01.19.18
- 1500 Wall Street complete
  - 02.22.16 Demolition, Anderson Excavating - \$90,375
  - 09.26.16 Storefront and Shell Upgrades, Mark 7 - \$471,033
  - 06.12.17 Building Renovations, Lund-Ross - \$2,186,000
  - 08.28.17 Audio/Visual, AVI Systems - \$376,643
  - 08.28.17 Civil Site Work, Lund-Ross - \$219,795
  - 08.28.17 Security, SEI - \$85,248
  - Total - \$3,429,094

#### **Engineering: Dean Dunn**

- American Heroes Park Phase 6 – Design
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
  - FHWA monthly meeting 02.18.18
  - UCC monthly meeting 02.11.18

#### **Parks: Brian Madison**

- Working on Work Orders that are submitted
- Tree maintenance in various parks



## City of Bellevue

### Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Winter Duties

#### **Recreation: Jim Shada**

- 94,273 people participated in 52 different activities for 2017

#### **Street Maintenance: Bobby Riggs**

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

#### **Waste Water: Epiphany Ramos**

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

#### **Fleet Maintenance: Todd Jarosz**

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	1	1
Public Works		
Parks	8	17
Recreation		
Cemetery		
Streets	14	17
Fleet Maintenance		
Permits & Inspections		
Police	5	9
Fire	3	23
Wastewater		



## City of Bellevue

### Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

*Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.*

*The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.*

NEXT REPORT 03.12.18

