

## Bellevue City Council Meeting +++Second Amended Agenda+++

Tuesday, November 1, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. (\*) Approval of the October 18, 2022 Board of Equalization (BOE) minutes.
    2. (\*) Approval of the October 18, 2022 City Council Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified and employees covered by Bellevue Professional Firefighters Association. (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4111: An ordinance to redefine ward boundaries due to the 2022 annexations. (Administration)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Approve the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Salvation Army Kroc Center, and Marathon Ventures to hold the Annual Salvation Army Red Kettle Kick-off Celebration with a Special Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 4, 2022, from 6:00 p.m. - 8:00 p.m. (Fireworks 7:20 p.m. - 10 minute display) (City Clerk) **(Withdrawn by applicant)**
15. RESOLUTIONS:
  - a. Resolution 2022-31: Approval to operate a satellite keno location at the business operated by Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #105, Bellevue, NE and authorize Mayor to sign. (City Clerk)
  - b. Resolution 2022-32: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2022, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2022 to December 31, 2022. (City Clerk)
  - c. Resolution 2022-33: A resolution updating various fees of the Master Fee Schedule, effective November 2, 2022. (City Clerk/Variou Dept. Heads)
  - d. Resolution 2022-34: Approve and authorize the Mayor to sign the Locally Funded Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing project identified as MAPA-5081(2). (Public Works Director)
  - e. Resolution 2022-35: Approve and authorize the Mayor to sign Supplemental Agreement #1 to the original Construction Engineering Services Agreement with Alfred Benesch &

Company for the Major Street Resurfacing Project (dated August 2, 2022). (Public Works Director)

f. Resolution 2022-36: Approve and authorize the Mayor and City Treasurer to open account(s) in the name of the city; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s). (Finance Director)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2022 through September 30, 2025. (HR Director)

b. Approve purchase of Cell Phone Forensic Software License with Cellebrite Inc., in an amount not to exceed \$15,000. (Police Capt. Tim Melvin)

c. Approve & authorize Mayor to sign Nebraska Medicine Training Affiliation Agreement to allow our providers to work clinically at Nebraska Medicine locations for educational services. (Fire Chief)

d. Approve and authorize Mayor to sign quote from QueTel to purchase/upgrade evidence software and scanner for the Police Department, in an amount not to exceed \$16,299. (Police Capt. Tim Melvin)

e. Recommendation to approve and authorize the Mayor to sign contract with HDR to assist with the application for a grant to develop a Master Plan for all signalized intersections within city, in an amount not to exceed \$26,751. (Public Works Director)

f. Approve and authorize the Mayor to sign the Proposal with Midwest Right of Way Services Inc. to evaluate potential properties to purchase, for the construction of a Public Works Facility within the city, in an amount not to exceed \$10,475. (Public Works Director)

g. +++ Approve & authorize the Mayor to sign First Amendment to Agreement with Roger's Towing and the First Amendment to Agreement with Autobody Authority Towing and Impound Inc. (Police Chief)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of each month - October report is attached to Council Packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:30 p.m. on the 18th day of October, 2022. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch; Absent: None.

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

**Open Meetings Act**

Mayor Rusty Hike announced that a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

**Approval of the Agenda**

**Motion** was made by Welch, seconded by McCaw to approve the agenda.

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

**Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up of properties within the City of Bellevue and its extra territorial jurisdiction (ETJ), identified in the attachment and in Resolution BOE No. 2022-1018-01.**

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

Timothy Engler, 2209 Erin Drive, Papillion, was present to dispute his charges of \$550 for cleanup services at his property 7952 South 25<sup>th</sup> Street. He stated he didn't receive notice of violation since the city sent notice to wrong address. Mr. Engler stated the address on Sarpy County GIS has had correct address since November 2021. Ms. Bree Robbins stated the printout from the Sarpy County website showed the date as June 9, 2022. Mr. Matt Gregurich, Code Enforcement Officer, stated that was correct which was the date of cleanup. Mr. Engler was informed the address we use to send mail is through the Sarpy County GPS and a printout of address received from Sarpy County GIS was reviewed with the date and time showing what address appeared on GIS on that date.

Joey Bockman and Matt Gregurich addressed the process Code Enforcement follows when a nuisance violation is given. Mr. Gregurich also showed some pictures code enforcement had taken before property was cleaned up and after the cleanup. They also spoke to other questions and concerns Mr. Engler had.

With no one else coming forward to speak, Mayor Hike declared the public hearing closed.

**Resolution BOE No. 2022-1018-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branched & rubbish, demolition and/or general clean-up of identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).**

**Motion** was made by Cook, seconded by Preister, to approve BOE Resolution No. 2022-1018-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branched & rubbish, demolition and/or general clean-up of identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

**Motion** was made by Cook, seconded by Preister to amend BOE Resolution No. 2022-1018-01 by removing the following properties from the list: Andrew Nekuda, 3918 Bartmann Drive (Parcel #010592113) and Jonathon Stroede, 3719 Gayle Avenue (Parcel # 010595082).

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

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

**Adjournment**

There being no further business to come before the Board, on motion made by Welch, seconded by Preister at 6:04 p.m., the meeting adjourned.

October 18, 2022

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 October 18, 2022; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at [www.bellevue.net](http://www.bellevue.net). Minutes are subject to change upon City Council approval of the meeting minutes.

# MINUTE RECORD

Bellevue City Council Meeting, October 18, 2022, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 18<sup>th</sup> of October 2022, at 6:09 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. 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 AND INVOCATION**

Mayor Hike led the Pledge of Allegiance. Pastor Richard Nakai, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers.

Mayor Hike recognized Boy Scout Troop Members Angelo Cimino Troop 474, Christian Cimino Troop 474, Hayden Cimino Troop 461-g, and Evie Bullis Troop 461-g.

## **APPROVAL OF THE AGENDA:**

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

**Motion** was made by Cook, seconded by Welch, to amend the agenda by moving Item 16h. before Item 8. Roll call vote to approve the agenda as amended was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

**Motion** was made by Burns, seconded by McCaw, to approve the consent agenda consisting of the following items: Approval of October 4, 2022 City Council Minutes; Acknowledge receipt of the September 13, 2022 Tree Board Minutes, Approval of Claims; Recommend appointment of Stephen Langa-Ramos to the Complete Street Committee to fill the remaining term of Stephanie Hanson, ending August 2025, and request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

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

## **SPECIAL PRESENTATIONS:**

### **Fort Crook Road Regional Award for design of Fort Crook Road Redevelopment Master Plan.** (Public Works Director)

Mr. Doug Clark, Public Works Director, mentioned HDR was hired to assist the City of Bellevue in the updating the Master Plan of Fort Crook Road. The plan was submitted for a regional evaluation and received a first-place award for the design of Fort Crook Road 2040.

### **Presentation from Mr. Dave Miller, Director of Ethical Engagement, of ALLO Fiber.** (Public Works Director / Dave Miller)

Mr. Dave Miller, Director of Ethical Engagement, ALLO Fiber, gave a quick presentation. He provided a description of the company and the services ALLO provides to communities. Mr. Miller explained ALLO Fiber has four core values: to be honest, to be exceptional, to be local, and to be hassle free. He explained the services ALLO will provide internet, television, and phone services to the community.

Mayor Hike inquired if SIDs in the ETJ of Bellevue are included. Mr. Miller explained initially design was for city limits initially however their goal is to serve everyone. Direction on who to talk to in the SIDs will be needed to start the process. Mayor Hike inquired if it is easier to get the utilities in new subdivisions first. Mr. Miller explained the goal is to go joint trench with new developments. The goal is to only dig once.

Mr. Ed Jarrett, Senior Manager Plan Operations, ALLO Fiber. He advised ALLO has reached out to OPPD and Sarpy County to begin the process of joint trench.

# MINUTE RECORD

Bellevue City Council Meeting, October 18, 2022, Page 2

Councilwoman Welch questioned when the service will be available and in what area. Mr. Jarrett explained the process of building areas. He mentioned service is typically available 120 days after the start of construction. Councilwoman Welch questioned if within the next year the service will be available. Mr. Jarrett replied yes. Conversation ensued.

Councilman Preister thanked ALLO for coming to the community. He mentioned the biggest complaints he receives when people do trenching is on how the yards are put back. He questioned if the yards will be put back as mentioned in the company's core values. He commented the fiber is only good for approximately 50 years. He questioned when it comes to replace old fibers will more trenching need to be done. Mr. Jarrett explained the restoration process is to restore the way they find it. He will see to any complaints personally to make sure any issues are resolved. He explained the process of replacing the fiber. He stated the goal is to have less disruption to the ground. Discussion followed.

Councilman Preister stated in the contract it mentions trimming trees on public property. He questioned if residents would see anyone trimming trees on private properties. Mr. Jarrett stated yes, arborist will need to trim in easements in the rear of the property. Communication will take place with residents.

Councilman McCaw questioned if it will be front line feed or rear lot. Mr. Jarrett replied in the easements, a lot of rear lot, wherever the utilities are located now.

Councilman Cook welcome ALLO. He mentioned he emailed Mr. Ristow with a list of questions. Someone from the company responded promptly which shows the company is in it to win.

Councilman Burns thanked and welcomed ALLO. He requested an explanation of the process of how the company will communicate with people. Mr. Miller stated communication is extremely important. Once the company moves forward a website will be set up specifically for Bellevue. There will also be a map showing where in the Bellevue they are in the process. There will also be social media and a marketing time leaving flyers with a number to call with questions. Mr. Jarrett mentioned mailers will go to people in the area. Information will be supplied to the residents. Discussion followed.

**Approve and authorize the Mayor to sign the Franchise Agreement with ALLO Bellevue, LLC to provide services, facilities, and equipment to meet future cable-related needs.** (Public Works Director)

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Franchise Agreement with ALLO Bellevue, LLC to provide services, facilities, and equipment to meet future cable-related needs. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ORGANIZATIONAL MATTERS: NONE**

**APPROVED CITIZEN COMMUNICATION: NONE**

**LIQUOR LICENSES: NONE**

**ORDINANCES FOR ADOPTION: (Third Reading) NONE**

**ORDINANCES FOR PUBLIC HEARING: (Second Reading)**

**Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified, and employees covered by Bellevue Professional Firefighters Association.** (HR Director)

Ordinance No. 4110: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges and compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4097; and providing for an effective date was read for the second time and a public hearing was held.

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

No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be heard at the Council meeting on November 1, 2022.

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

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

# MINUTE RECORD

Bellevue City Council Meeting, October 18, 2022, Page 3

**Request approval Event License Application for Annual Olde Towne Trick or Treat on Sunday, October 23, 2022 from 4:00 p.m. to 6:00 p.m., and waiving of the Event License Fee. (City Clerk)**

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

Mrs. Margie Crawford 1552 V Avenue, Villisca, Iowa was present to answer any questions.

No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Burns, seconded by Welch, to approve the request for approval of an Event License Application for Annual Olde Towne Trick or Treat on Sunday, October 23, 2022 from 4:00 p.m. to 6:00 p.m., and waiving of the Event License Fee. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **RESOLUTIONS:**

**Resolution No. 2022-30: Approving and authorizing the Mayor to sign Preliminary Services Supplemental Agreement-BK1935-001 with Olsson for the 36th Street, Sheridan-Platteview (MAPA-3773(1), (CN 22288), in an amount not to exceed \$22,352.45. (Public Work Director)**

**Motion** was made by Cook, seconded by Casey, to approve Resolution No. 2022-30: Approving and authorizing the Mayor to sign Preliminary Services Supplemental Agreement-BK1935-001 with Olsson for the 36th Street, Sheridan-Platteview (MAPA-3773(1), (CN 22288), in an amount not to exceed \$22,352.45. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **CURRENT BUSINESS:**

**Approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,468,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One. (City Clerk)**

**Motion** was made by Welch, seconded by McCaw, to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,468,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartments Addition as of October 18, 2022 and rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. (City Clerk)**

**Motion** was made by McCaw, seconded by Cook, to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartments Addition as of October 18, 2022 and rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize Mayor to sign the Professional Engineering Services Agreement with RJN for 2023 flow monitoring planning, in an amount not to exceed \$20,000.00. (Public Works Director/Wastewater Operations Manager)**

**Motion** was made by Welch, seconded by McCaw, to approve and authorize Mayor to sign the Professional Engineering Services Agreement with RJN for 2023 flow monitoring planning, in an amount not to exceed \$20,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign Amendment No. 2 to the original agreement with RJN Group, Inc. increasing the agreement amount for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$7,000.00. (Public Works Director/Wastewater Operations Manager)**

**Motion** was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign Amendment No. 2 to the original agreement with RJN Group, Inc. increasing the agreement amount for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$7,000. Roll call

# MINUTE RECORD

Bellevue City Council Meeting, October 18, 2022, Page 4

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

**Approve and authorize the Mayor to sign agreement with RJN Group, Inc. for the city's 2023 GIS Gap Analysis project, in an amount not to exceed \$27,500.00.** (Public Works Director/Wastewater Operations Manager)

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign agreement with RJN Group, Inc. for the city's 2023 GIS Gap Analysis project, in an amount not to exceed \$27,500.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the proposal for 2023 Professional On-Call Engineering, Field and GIS Services, in an amount not to exceed \$10,000.00.** (Public Works Director/Wastewater Operations Manager)

**Motion** was made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the proposal for 2023 Professional On-Call Engineering, Field and GIS Services, in an amount not to exceed \$10,000.00.

Councilman Casey questioned if the \$10,000.00 is a retainer and if any work done under the retainer is at additional cost. Mr. Clark responded yes.

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

**Approve and authorize the Mayor to sign the agreement with Jacobs Engineering Group Inc. for Storm Drainage Projects, in an amount not to exceed \$10,484.00.** (Public Works Director)

**Motion** was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the agreement with Jacobs Engineering Group Inc. for Storm Drainage Projects, in an amount not to exceed \$10,484.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve the Temporary and Permanent Easements and Right-of-Way Agreement with the City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 010565363, Hastings Banner Park).** (Public Works Director)

**Motion** made by Preister, seconded by Burns, to approve the Temporary and Permanent Easements and Right-of-Way Agreement with the City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 010565363, Hastings Banner Park). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend approval of Temporary and Permanent Easements and Right-of-Way Agreement with City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 011220643, Hastings Banner Park).** (Public Works Director)

**Motion** made by Preister, seconded by Burns, to recommend approval of Temporary and Permanent Easements and Right-of-Way Agreement with City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 011220643, Hastings Banner Park). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly Report is given at the first Council Meeting of each month – October report will be attached to the November 1<sup>st</sup> Council Packet.)**

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Cook, the meeting was adjourned at 7:02 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, October 18, 2022, Page 5

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 18, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Susan Kluthe, City Clerk

# MINUTE RECORD

\*6.  
11/01/2022

## CLAIMS FOR NOVEMBER 1, 2022

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### CITY ADMINISTRATOR

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	200.43
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	MAYORAL FORUM - 7 EMP	210.00
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	30.52
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	90.72
		<hr/>
		\$ 531.67

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-2022/10/4- 2022/11/3	59.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	81.04
		<hr/>
		\$ 141.03

### LEGAL

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	35.37
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	60.48
		<hr/>
		\$ 95.85

### CABLE ADVISORY

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	176.85
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	22.89
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	60.48
		<hr/>
		\$ 260.22

### CITY CLERK

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	306.53
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/09-2022/10/08	13.10
GRETNA GUIDE & NEWS	LEGAL ADS	723.97
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	39.67
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	60.48
		<hr/>
		\$ 1,143.75

### FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	259.38
EMPLOYEES BENEFITS SYSTEM	EBS CHECKS REISSUED	360.73
HANEY SHOE STORE	SAFETY BOOTS (15 EMP)	2,128.85
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	33.56
NEBRASKEW STATE TREASURER	UNCLAIMED PROPERTY	2,437.83
QUADIENT FINANCE USA, INC	2022/10/05 POSTAGE REFILL	2,000.00
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS - 17 EMP	3,340.93
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	211.68
WESTLAKE ACE HARDWARE	UTILITY KNIVES	21.98
		<hr/>
		\$ 10,794.94

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

PAGE 2

### LIBRARY

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	36.10
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
DEMCO	SUPPLIES	239.54
INDOFF	COPY PAPER	344.94
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INGRAM LIBRARY SERVICES	BOOKS	748.48
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2022/10/13	18,287.10
METROPOLITAN UTILITIES DIST	2022/09/03-10/04 MONTHLY SERVICE	115.04
QUADIENT FINANCE USA, INC	2022/10/12 LIBRARY POSTAGE REFILL	1,372.08
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	241.92
RUFF WATERS	AQUARIUM MAINTENANCE	87.99
		<hr/>
		\$ 21,593.07

### ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	200.43
IDEAL PURE WATER COMPANY	BOTTLED WATER	33.50
J P COOKE COMPANY	NAME PLATES	62.15
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	25.94
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	241.92
		<hr/>
		\$ 563.94

### CODE ENFORCEMENT

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	4.36
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	10.97
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/10-2022/10/09	98.25
CLAYTON GRUHN	CUT DOWN MAPLE TREE-4131 SOUTHERN HILLS DR	1,095.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	211.68
ROSE TREE SERVICE	REMOVE DEAD TREE COLUMBUS AVE	400.00
		<hr/>
		\$ 1,820.26

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS 2022/08/29-2022/09/25	145.50
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2022/08/15-2022/09/25	10,278.63
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	7.32
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	18.43
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	151.2
THE HOME COMPANY LLC	REFUND AERTERIAL STREET IMP PROG FEE	1,500.00
WALTER E NELSON COMPANY	RAIN JACKETS, HOODIES, JACKETS	1,728.20
		<hr/>
		\$ 13,829.28

### PARKS

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	73.88
ALEXANDER LAWN & LANDSCAPE	MOWING - 2022/10/14	1,066.40
A-RELIEF SERVICES	PORTABLE RESTROOM-STONECROFT PK	1,155.00
CREATIVE SITES, LLC	HARDWARE FOR REPAIRS	452.43

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

PAGE 3

### PARKS (cont'd)

HUGHES TREE SERVICE	TREE PRUNING-FAULKLAND PARK	8,250.00
INDOFF, INC	OFFICE SUPPLIES	138.97
LAMP RYNEARSON & ASSOCIATES	BPW-210516 PARK MASTER PLAN THRU 2022/09/24	41,880.00
LAMP RYNEARSON & ASSOCIATES	BPW-210921 AQUATIC STUDY THRU 2022/09/24	2,650.00
MENARDS	PARTS FOR COLLEGE HTS SLIDE, FENCING MATERIAL	118.43
METROPOLITAN UTILITIES DIST	2022/08/06-09/01 MONTHLY SERVICE	7160.96
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	332.64
		<hr/>
		\$ 63,278.71

### RECREATION

METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	108.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/11-2022/10/10	18.60
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	60.48
		<hr/>
		\$ 187.98

### BUILDING MAINTENANCE

ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING-LIBRARY	175.00
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	494.95
CONTROL MASTERS, INC	INSTALL STAT WALL MODULE-1510 WALL ST	728.60
DEPARTMENT OF ENVIRONMENT AND ENERGY	WATER OPERATOR LICENSE-ZIMMER	115.00
ECHO GROUP, INC	BALLAST ELEC	33.39
FISH WINDOW CLEANING	WINDOW CLEANING-1500 WALL ST	784.00
GRAINGER	PORTABLE AIR COMPRESSOR	997.99
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	175.46
MENARDS	OUTLETS, PLUMBING SUPPLIES, BATTERIES, SUPPLIES	178.51
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	273.66
OVERHEAD DOOR COMPANY	REPLACE GARAGE DOOR SPRINGS, CASE OF LUBE	4,643.35
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	272.16
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	360.17
SECURITY EQUIPMENT	SECURITY MONITORING-1500 WALL ST	331.92
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	61.44
TRICO MECHANICAL SERVICES	INDUCER ASSEMBLY, HVAC SERVICES, LABOR (REED CTR), FILTERS	8,395.85
TRISTAR	WORK COMP PAYMENT	1,838.00
		<hr/>
		\$ 19,859.45

### CEMETERY

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	36.10
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	92.53
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	90.72
		<hr/>
		\$ 219.35

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

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### STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING MISSION AVE 2022/08/29-2022/09/25	16,221.60
ALFRED BENESCH & COMPANY	BPW-210719 SCHILLING DR 2022/08/01- 2022/09/25	1,177.50
ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJECTS 2022/08/29-2022/09/25	17,372.79
ALFRED BENESCH & COMPANY	BPW-171101 GREGG RD IMP 2022/08/29- 2022/09/25	4,734.63
AVERY RENTS	PROPANE FOR HOT TRUCKS	90.48
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	202.03
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/12-2022/10/11	19.45
CHARLES R RUSH	REIMB MILEAGE FOR TRAINING	394.00
DREF'S TREE SERVICE, INC	CUT DOWN TREES, HAUL AWAY	1,160.00
HIGHWAY SIGNING INC	PAVEMENT MARKING PAINT-JUL/AUG 2022	61,652.79
MARTIN ASPHALT	BULK OIL	384.00
MENARDS	GLOVES, SNIP CUTS, CLAMPS, PIPE, LIMETONE, SUPPLIES	151.61
METROPOLITAN COMMUNITY COLLEGE	CDL TRAINING	2,880.00
METROPOLITAN UTILITIES DIST	2022/09/02-10/04 MONTHLY SERVICE	536.39
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 36TH ST 2022/08/20- 2022/09/30	50,056.88
OMNI ENGINEERING	ASPHALT	2,043.04
READY MIXED CONCRETE COMPANY	CONCRETE	4,485.57
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	846.72
RICHARD D GAMMELL	REIMB FOR CDL LICENSE FEE	64.00
SHERWIN WILLIAMS CO	PAINT SUPPLIES	314.41
TRISTAR	WORK COMP PAYMENT	3,843.74
WESTLAKE ACE HARDWARE	CABLE TIES	19.98
		<b>\$ 168,651.61</b>

### FLEET MAINTENANCE

ALLIED OIL & SUPPLY COMPANY	OIL	848.05
AUTO VALUE PARTS - SOUTH OMAHA	MARKER SOCKET, GROMMET COVERS, V- BELTS, LAMPS	201.85
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKLEEN	1,061.43
AUTOZONE, INC	PREFORMED BRAKE LINE, V-BELT	147.70
BAUER BUILT TIRE & SERVICE	TIRES	1,070.76
BAXTER CHRYSLER DODGE JEEP RAM	PVC VALVE, SENSOR, HEATER HOSES	224.84
BAXTER FORD	SEAL ASSEMBLY, SEPARATOR, MOULDING, GASKETS, BUSHINGS, WHEEL ASSEMBLY, APRTS	1,296.44
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	41.12
BOBCAT OF OMAHA	HYD OIL	64.66
CORNHUSKER INTERNATIONAL TRUCKS	SPRING KIT, AIR HORN, CONNECTORS, SEAL KITS, FUSE BLOCK, PARTS	2,303.86
CUMMINS SALES AND SERVICE	WIRE HARNESS AND PARTS	629.96
DANKO EMERGENCY EQUIPMENT	INTERCOM SYSTEM, VALVE BODY	2,292.07

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

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### FLEET MAINTENANCE (cont'd)

DIESEL SPECIALITIES OF OMAHA	CLEAN INJECTOR	76.50
DULTMEIER SALES LLC	PUMP PEDESTAL, BALL VALVE, FLANGE CLAMPS, GASKETS	796.20
FACTORY MOTOR PARTS CO	SENSOR ASSEMBLY, BRAKE LINING, FILTER, SWITCH	161.40
FORCE AMERICA DISTRIBUTING, LLC	BODY GASKET, STUD KIT, ACTUATOR KIT, DUST CAPS	517.14
GRAHAM TIRE COMPANY	TIRES	5,183.09
GRAINGER	FLAT INDICATOR LIGHT	7.63
HENDERSON PRODUCTS, INC	FEEDGATE JACKS	172.57
IDEAL PURE WATER COMPANY	BOTTLED WATER	138.50
INDOFF	OFFICE SUPPLIES	230.43
INLAND TRUCK PARTS CO	DRUM, DISC BRAKE PAD KIT, TRANSIT CAST BATTERIES	2,780.34
INTERSTATE BATTERIES	BATTERIES	263.98
J & J SMALL ENGINE SERVICE	MOTION CONTROL DAMPER	257.32
JIM HAWK TRUCK TRAILERS	SPIDER BUNGEE	127.28
KEYMASTERS OF GREATER OMAHA	DUPLICATE KEYS	7.00
KRIHA FLUID POWER CO	SWIVEL PIPE, NIPPLES, FITTINGS	277.86
LOGAN CONTRACTORS SUPPLY	FLOW CONTROL VALVE	168.00
MARK HYDRAULICS COMPANY	DUROMETER FITTINGS	220.63
MATHESON TRI-GAS INC	WELDING SUPPLIES	159.86
MENARDS	BATTERIES, CASTERS, SPRAY PAINT, SUPPLIES, TOOLS	434.41
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	120.31
MILLARD METAL SERVICES	ALUMINUM MATERIAL-MED 31	1,947.00
MITCHELL 1	RENEW PRODEMAND GOVT SUBSCRIPTION	1,788.00
MOTION INDUSTRIES	AEROSOL LUBRICANT	91.16
NAPA AUTO PARTS	FILTERS, BATTERY ACCESSORIES, FITTINGS, BRAKE HOSES, OZZY JUICE, CLAMPS	1,030.41
NEBRASKA IOWA INDUSTRIAL FASTENERS	BRUTE DRILL BITS, LOCK WASHER, CONNECTORS, CLAMPS	171.74
O'REILLY AUTOMOTIVE PARTS	FUEL FITTING	20.87
POWERPLAN	RADIATOR HEATER, WHEEL	629.05
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	453.6
RIVER CITY/METRO LANDSCAPING RECYCLING	RECYCLE TIRES	420.00
ROSE EQUIPMENT	HYD MOTOR, PUMP GASKET	1,214.46
SWAN ENGINEERING, LLC	O-RINGS, CARB CLEANER	36.85
TOYNE, INC	STARLIGHT HEAD	1,425.00
TRUCK CENTER COMPANIES-OMAHA	AIR SAFETY, BOLSTER SPRING	1,615.81
WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVERS	235.38
WAYTEK, INC	CIRCUIT BREAKER PANEL	140.78
WELDON PARTS INC	DASH VALVE	233.21
		<hr/>
		\$ 33,736.51

### SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-SEP 2022	332,303.75
PAPILLION SANITATION	GLASS RECYCLING 2022/09/01-2022/09/30	170.34
		<hr/>
		\$ 332,474.09

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

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### PLANNING

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	6.62
GRETNA GUIDE & NEWS	LEGAL AD	10.10
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	16.67
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	90.72
THE HOME COMPANY LLC	REFUND SO SARPY COUNTY WATERSHED FEE	1,002.00
		<u>\$ 1,126.11</u>

### PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	8.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/8/18-2022/9/17	83.98
CHAD McBREEN	ADANCE FOR TRAINING-MILEAGE, PER DIEM	372.50
INDOFF, INC	COPY PAPER	99.98
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	22.27
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	241.92
THE HOME COMPANY LLC	REFUND 80% OF BUILDING PERMIT FEE	2,451.32
		<u>\$ 3,280.82</u>

### POLICE

911 CUSTOM, LLC	FOLD UP CARGO PLATE AND TRAY	4,761.92
AIMPOINT INC	RED DOT SIGHTS	313.00
ANDREW JASHINSKE	REIMB PER DIEM FOR TRAINING	206.50
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	128.00
AUTO BODY AUTHORITY	TOW CHARGE	80.00
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	156.74
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	18.08
GREAT PLAINS UNIFORMS	TACTICAL PANTS	677.42
HIGH SPEED GEAR, INC	POUCHES FOR RECRUITS	558.51
JACKSON SERVICES, INC	DOOR MAT SERVICE	153.56
KEN CLARY	REIMB PER DIEM FOR TRAINING	206.50
LP POLICE	MONTHLY LOCATE PLAN FEE-SEPT 2022	259.90
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	394.72
MIDLANDS PRINTING	BUSINESS CARDS	105.00
MOTOROLA SOLUTIONS, INC	DEVICE LICENSE 2022/10/01-2023/09/30	390.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CERTIFICATION FEES -4 EMP	300.00
NET DUTY SOFTWARE	SCHEDULING SOFTWARE	1,088.76
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	3851.36
SAMANTHA SPACHER	PANTS	111.71
SECRETARY OF STATE	NOTARY FEE-C REED	30.00
SMITH DAVIS INSURANCE INC	NOTARY BOND-C REED	40.00
TRISTAR	WORK COMP PAYMENT	14,224.39
UPS STORE	FREIGHT CHARGE	199.40
V & V MANUFACTURING	BADGES	1,392.00
VERIZON WIRELESS	2022/08/24-09/23 MONTHLY SERVICE	2,120.53
WESTLAKE ACE HARDWARE	PAINT SUPPLIES	19.18
		<u>\$ 31,887.18</u>

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

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### FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN CYLINDER RENTAL, OXYGEN	288.61
BELLEVUE PRINTING COMPANY	BUSINESS CARDS	75.00
BLACK HILLS ENERGY	2022/08/31-2022/09/29 MONTHLY SERVICE	346.50
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,868.45
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-J PECHAR	2,311.00
JOAN JUSTICE	REIMB FOR SERVICE	87.19
JORDON FOSTER	REIMB FOR BOOTS	127.99
LAERDAL MEDICAL CORP	SIMPAD BATTERY	119.95
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	209.26
MARGARET ORR	REIMB FOR SERVICE	92.60
MENARDS	SPRAY PAINT, METAL POLISH, FILTERS	188.45
METROPOLITAN UTILITIES DIST	2022/09/02-10/03 MONTHLY SERVICE	2,537.25
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	2661.12
STERICYCLE	ON-SITE SHREDDING	1,764.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES & EQUIPMENT	941.78
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,115.50
		<hr/>
		\$ 17,734.65

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/09/04-10/03 MONTHLY SERVICE	389.56
CENTURY LINK	2022/10/01-10/31 MONTHLY SERVICE	520.00
FORVIS, LLP	#1 PROGRESS BILLING OF FINANCIAL STMT AS OF 2022/09/30	11,000.00
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-OCT 2022	1,875.00
METRO AREA TRANSIT	MAT 2022-8 2,285 MILES	6,104.00
MIDLANDS PRINTING	BUSINESS CARDS	1,777.63
QUADIENT, INC	METER RENTAL - 2022/11/05-2023/02/04	270.00
		<hr/>
		\$ 21,936.19

### INFORMATION TECHNOLOGY

DELL MARKETING L.P.	MEMORY UPGRADE	921.15
GRAYBAR ELECTRIC	COMMUNICATION PARTS	1,162.62
INOTEK, LLC	RENEWAL SOFTWARE	3,059.00
ONE CALL CONCEPTS	LOCATES FOR IT-SEP 2022	7.40
		<hr/>
		\$ 5,150.17

### WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/09-2022/10/08	49.46
CENTURY LINK	2022/10/04-11/03 MONTHLY SERVICE	57.54
COX BUSINESS SERVICES	2022/10/04-11/03 MONTHLY SERVICE	220.00
GENERAL FIRE & SAFETY CO	GAS DETECTOR CALIBRATION, BW O2 SENSOR	430.14
HAMMERHEAD TRENCHES	ADAPTERS, PUSHRODS, REGULATOR	4,661.78
HDR ENGINEERING, INC	SO LIFT STATION 2022/7/31-2022/9/24	12,543.66
MENARDS	NITRILE GLOVES, MEETING SUPPLIES, PIPES, TOOLS	1,302.05
METROPOLITAN UTILITIES DIST	2022/09/03-10/03 MONTHLY SERVICE	269.81
NAPA AUTO PARTS	SPADE TERMINALS	17.60

# MINUTE RECORD

## CLAIMS FOR NOVEMBER 1, 2022

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### WASTEWATER (cont'd)

READY MIXED CONCRETE COMPANY	CONCRETE	1,634.87
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-OCT 2022	564.88
THE HOME COMPANY LLC	REFUND SEWER CONNECTION FEE	900.00
TRISTAR	WORK COMP PAYMENT	1,893.57
U.S. CELLULAR	2022/09/09-10/08 MONTHLY SERVICE	383.76
UTILITY EQUIPMENT COMPANY	GREEN MARKING PAINT, PVC PIPE, GASKETS	484.28
		<u>\$ 25,413.40</u>

### COMMUNITY DEVELOPMENT

HABITAT FOR HUMANITY OF OMAHA	HOUSING REHAB 2613 VIRGINIA ST	2,926.58
		<u>\$ 2,926.58</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2022/08/22-09/21 MONTHLY SERVICE	455.53
		<u>\$ 455.53</u>

### G.O. BONDS

UMB BANK TRUST OPERATIONS	UMB PAYING AGENT FEES	568.34
UMB BANK TRUST OPERATIONS	UMB BOND PAYMENTS-SID 289, SID 180	293,630.00
		<u>\$ 294,198.34</u>

**TOTAL CLAIMS FOR NOVEMBER 1, 2022** \$ 1,073,290.68

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
11/01/2022

COUNCIL MEETING DATE: 10/04/2022	SUBMITTED BY: Ashley Decker	HR Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified as well as employees that were formally covered by the Bellevue Professional Firefighters Association (part-time firefighters). The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the elimination of all positions covered by the Bellevue Professional Firefighters Association (part-time firefighters) as well as a requested review by the City Administrator.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4110

ATTACHMENTS:

1. Ordinance No. 4110	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Decker*  
*[Signature]*  
*[Signature]*

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
10/4/2022

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified as well as employees that were formally covered by the Bellevue Professional Firefighters Association (part-time firefighters). The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the elimination of all positions covered by the Bellevue Professional Firefighters Association (part-time firefighters) as well as a requested review by the City Administrator.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4110

ATTACHMENTS:

1. Ordinance No. 4110	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 41104097

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. 40974057; 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)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693

Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	<del>\$25.09 - \$33.26</del> \$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

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. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$11.00 - \$13.00
Head Lifeguards	\$11.00 - \$12.00
Lifeguards	\$10.00 - \$11.00
Concession Workers	\$9.50 - \$11.00
Youth Baseball/Softball Umpires	\$9.50 - \$13.00
Track Club Coaches	\$9.50 - \$13.00
Parks Workers	\$9.50 - \$14.00

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

<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)~~

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

Section 8. That Ordinance ~~40974057~~ 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 \_\_\_\_\_, 2022.

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

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

An Ordinance to redefine ward boundaries due to 2022 annexations.

SYNOPSIS/BACKGROUND:

The ward boundaries were last changed in 2020 by Ord. No. 4066 as a result of the 2020 Census. Due to annexations completed earlier this year, the ward boundaries must be adjusted once again. The city contracted with MAPA to assist in this effort.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approval to redefine ward boundaries due to the 2022 annexations.

ATTACHMENTS:

- |  |  |   |
|--|--|---|
| 1. <input type="text" value="Current Ward Map"/> | 2. <input type="text" value="Ordinance No. 4111"/> | 3. <input type="text" value="Proposed Ward Map"/> |
| 4. <input type="text"/>                          | 5. <input type="text"/>                            | 6. <input type="text"/>                           |

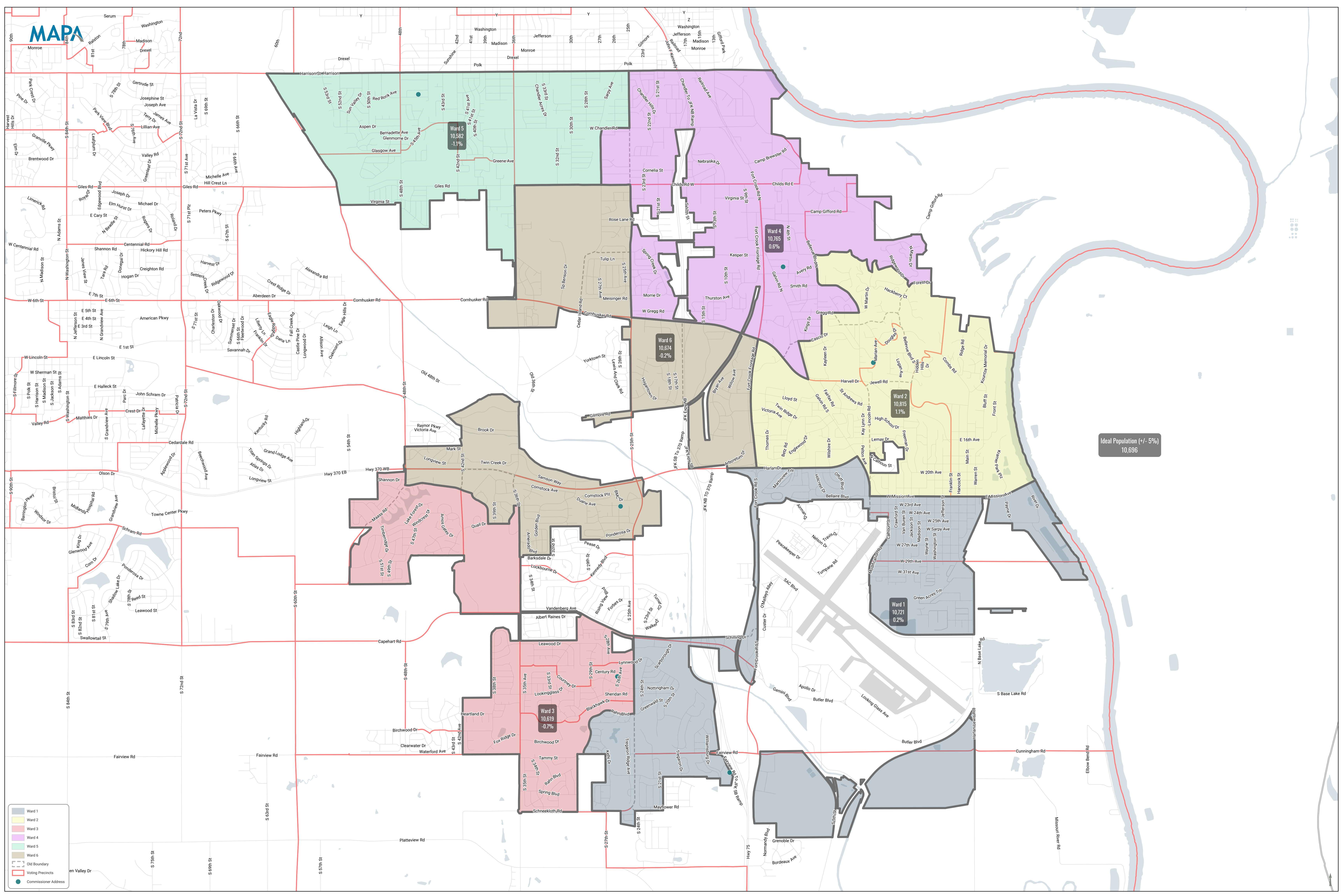
SIGNATURES:

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

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

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

*A. Breyer*  
*[Signature]*  
*[Signature]*

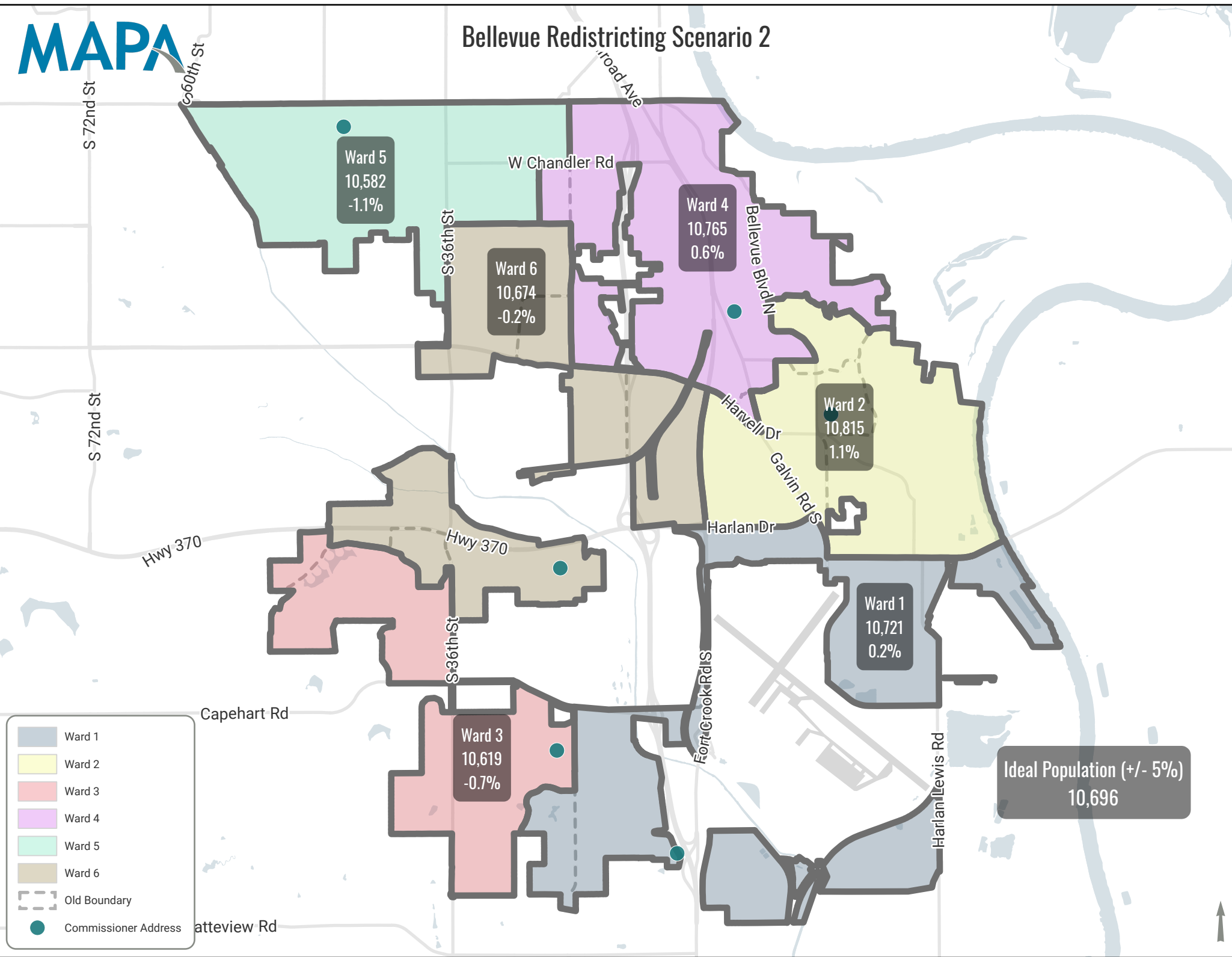


Ideal Population (+/- 5%)  
10,696

Legend:

- Ward 1 (Blue)
- Ward 2 (Yellow)
- Ward 3 (Red)
- Ward 4 (Purple)
- Ward 5 (Green)
- Ward 6 (Brown)
- Old Boundary (Dashed line)
- Voting Precincts (Red outline)
- Commissioner Address (Blue dot)

## Bellevue Redistricting Scenario 2



ORDINANCE NO. 4111

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

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

Section I. That Section 9-3 of the Bellevue Municipal Code is hereby amended to read as follows:

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

(1) Ward One.

- a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24<sup>th</sup> Avenue, east along 24<sup>th</sup> Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29<sup>th</sup> Avenue, east along 29<sup>th</sup> Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west and north along the west Bellevue city limit to Modification Road, north and east along Modification Road to Calhoun Street, north along Calhoun Street to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to 5<sup>th</sup> Street, south along 5<sup>th</sup> Street to the south Bellevue city limit, west along the south Bellevue city limit to US Highway 75, north along US Highway 75 to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36<sup>th</sup> Street, north along 36<sup>th</sup> Street to Blackhawk Drive, east along Blackhawk Drive to Lone Tree Road, east along Lone Tree Road to Blackhawk Drive, east along Blackhawk Drive to 25<sup>th</sup> Street, north along 25<sup>th</sup> Street to Capehart Road, east along Capehart Road to the west Bellevue city limit, north along the west Bellevue city limit to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

(2) Ward Two.

- a. Ward 2 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24<sup>th</sup> Avenue, east along 24<sup>th</sup> Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29<sup>th</sup> Avenue, east along 29<sup>th</sup> Avenue to the east Bellevue city limit, north and east along the east Bellevue city limit to Camp Gifford Road, south and west along Camp Gifford Road to Bellevue Boulevard, south along Bellevue Boulevard to Lincoln Road, south along Lincoln Road to Bellevue Boulevard, east along Bellevue Boulevard to Marian Avenue, south and west along Marian Avenue to Lincoln Road, south along Lincoln Road to Harvell Drive, west along Harvell Drive to Galvin Road, south along Galvin Road to the point of beginning; and
- b. Excluding tax lot 2A2 36-14-13.

(3) Ward Three.

- a. Ward 3 shall contain the part of the City of Bellevue beginning at the intersection of Hwy 370 and 48<sup>th</sup> Street, north along 48<sup>th</sup> Street to the north Bellevue city limit, east along the north Bellevue city limit to 36<sup>th</sup> Street, south along 36<sup>th</sup> Street to Capehart Road, east along Capehart Road to 25<sup>th</sup> Street, south along 25<sup>th</sup> Street to Blackhawk Drive, west along Blackhawk Drive to Lone Tree Road, west along Lone Tree Road to Blackhawk Drive, west along Blackhawk Drive to 36<sup>th</sup> Street, south along 36<sup>th</sup> Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the north Bellevue city limit, east along the north Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to 36<sup>th</sup> Street to Capehart Road, west along Capehart Road to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning; and

b. Excluding S1/2 SW1/4 4-13-13, tax lots 7B & 8 4-13-13, and tax lots 1 & 2B2 9-13-13.

(4) Ward Four.

Ward 4 shall contain the part of the City of Bellevue beginning at the intersection of Harvell Drive and Lincoln Road, north along Lincoln Road to Marian Avenue, east and north along Marian Avenue to Bellevue Boulevard, west along Bellevue Boulevard to Lincoln Road, north along Lincoln Road to Bellevue Boulevard, north and west along Bellevue Boulevard to Camp Gifford Road, east and north along Camp Gifford Road to the east Bellevue city limit, north along the east Bellevue city limit to Harrison Street, west along Harrison Street to 25th Street, south along 25th Street to Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to point of beginning.

(5) Ward Five.

Ward 5 shall contain the part of the City of Bellevue beginning at the west Bellevue city limits and Harrison Street, east along Harrison Street to 25th Street, south along 25th Street to Childs Road, west along Childs Road to 36th Street, south along 36th Street to Cornhusker Road, west along Cornhusker Road to the south Bellevue city limit, north and west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning.

(6) Ward Six

a. Ward 6 shall contain the part of the City of Bellevue beginning at the intersection of 36th Street and Cornhusker Road, north along 36th Street to Childs Road, east along Childs Road to 25th Street, south along 25th Street to Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to Galvin Road, south along Galvin Road to Harlan Drive, west along Harlan Drive to the south Bellevue city limits, west along the south Bellevue city limits to 25th Street, north along 25th Street to Cornhusker Road, west along Cornhusker road to the south Bellevue city limits, west along the south Bellevue city limits to the west Bellevue city limits, north along the west Bellevue city limits to Cornhusker Road, east along Cornhusker Road to the point of beginning; and

b. The part of the City of Bellevue beginning at the north Bellevue city limits and 36th Street, east along the north Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 36th Street, north along 36<sup>th</sup> Street to the point of beginning.

Section 2. That Section 9-3 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

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

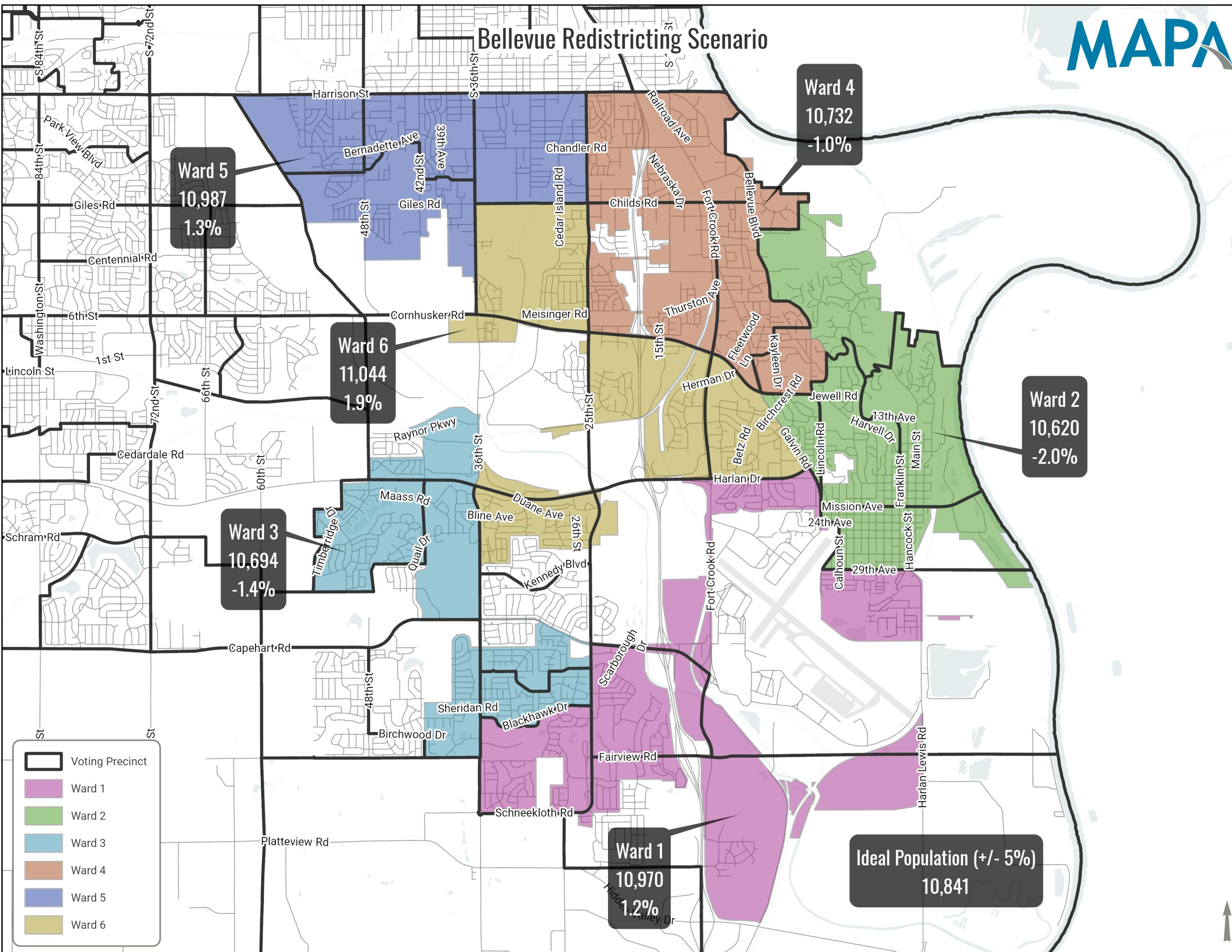
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

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

# Bellevue Redistricting Scenario



**Ward 5**  
10,987  
1.3%

**Ward 6**  
11,044  
1.9%

**Ward 3**  
10,694  
-1.4%

**Ward 4**  
10,732  
-1.0%

**Ward 2**  
10,620  
-2.0%

**Ward 1**  
10,970  
1.2%

**Ideal Population (+/- 5%)**  
10,841

- Voting Precinct
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/02/2019		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing on the request of the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Marathon Ventures, and Salvation Army to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 4, 2022, from 6:00 p.m. - 8:00 p.m. (fireworks - 7:20).

SYNOPSIS/BACKGROUND:

Any request for a fireworks display outside of the normal times for fireworks must be held as a public hearing before the City Council. All, if any, permits are obtained by the fireworks operators through the state. Marathon Ventures is a big supporter of the Salvation Army's Red Kettle campaign and would like to have a fireworks display during the kickoff celebration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Marathon Ventures, and Salvation Army Application to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 4, 2021, from 6:00 p.m. - 8:00 p.m. (fireworks - 7:20 p.m.)

ATTACHMENTS:

1. Event Application 2. Special Fireworks Display Application 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*A. Bruce Robline*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*



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

**SPECIAL FIREWORKS EVENT APPLICATION**

**Event Name:** Bellevue Red Kettel Kick Off

**Date of Event:** Nov. 4th 2022

**Time and Duration of Fireworks Display:** 7:20pm 10 minutes

**Contact Person:** Brandon Cummins

**Contact Phone:** 402-935-1916 **Email:** brandon@bellinofireworks.com

**Distributor License:**  Yes  No

**If yes, name of Distributor:** Bellino Fireworks

**Christine Shada**  
Digitally signed by Christine Shada  
Date: 2022.10.13 14:46:30 -05'00'  

---

**Signature**

---

**Date**



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: The Salvation Army Kroc Center Date: 10/13/2022

Contact Person Information for Organization:

Name: Chris Shada Phone: 402-905-3510 Email: chris.shada@usc.salvationarmy.org

Address: 2825 Y Street City: Omaha State: NE Zip: 68127

Event Information:

Event Name: Bellevue Red Kettle Kickoff

Location of Event: Marathon Ventures 901 Fort Crook Road Bellevue 68005

Dates of Event: 11/4/2022 Alternate Dates: Hours of Event: 6-8pm

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

- 1. Sanitary Facilities: yes
2. Running Water: yes
3. Power: yes
4. Parking: yes
5. Insurance: yes

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

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

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

Signature of Applicant: Christine Shada Digitally signed by Christine Shada Date: 2022.10.13 14:33:43 -05'00'

Police Department Requests:

Parks Department Requests:

Street Department Requests:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 10/26 2022.  
City Council hearing date: 11/1/2022  
License Fee of \$50 paid on: waived Receipt #: —



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
  5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

---

AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

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**Notice of Public Hearing**  
**Fireworks Display at Salvation Army Big Red Kettle Kick-off Celebration**

On Tuesday, November 1, 2022, the Bellevue City Council will hold a public hearing on the request of the Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce, Marathon Ventures and Salvation Army, hold the Salvation Army Big Red Kettle Kick-off Celebration with a Fireworks Display, provided by Bellino Fireworks, at Marathon Ventures, 901 Fort Crook Road, on Friday, November 4, 2022 from 6:00 p.m. to 8:00 p.m. (fireworks – 7:20 p.m.), as per Bellevue City Code.

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

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the Moran's Grill LLC dba "Moran's Grill"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 3909 Twin Creek Drive #5, a business owned and operated by Moran's Grill LLC, dba "Moran's Grill." Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approval of Resolution No. 2022-31: Requesting approval to operate a satellite keno location at the business operated by Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #5, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

- Resolution No. 2022-31
- Form 50G Location License App
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION NO. 2022-31

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 3909 Twin Creek Drive #5, Bellevue, Nebraska, a business operated by Moran's Grill LLC doing business under the name "Moran's Grill."

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

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Moran's Grill LLC, doing business under the name "Moran's Grill" at 3009 Twin Creek Drive #5, Bellevue, Nebraska.

PASSED AND APPROVED this 1<sup>th</sup> day of November 2022.

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Mayor

ATTEST:

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



# Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G  
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village

32357

Please Do Not Write In This Space

2 County, City, or Village Name on Form 50G

CITY OF BELLEVUE

### Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number

13722735

4 Federal ID or Social Security Number

84-3930138

5 Type of Application:

- New  Renewal  Report Changes  Cancel

#### Business Name and Location Address

Name

Moran's Grill

Trade Name of Business (If Different Than Above)

3909 Twin Creek Dr. #105

Street Address

Bellevue

NE

68123

Sarpy

City

State

Zip Code

County

#### Business Name and Mailing Address

Business Name

Moran's Grill

Street or Other Mailing Address

3909 Twin Creek Dr. #105

City

Bellevue

State

NE

Zip Code

68123

Nebraska Liquor License Number

124914

6 Type of Ownership

- Sole Proprietorship  Domestic Corporation  Limited Liability Company  Nonprofit Corporation or Organization  
 Partnership  Foreign Corporation  Domesticated Corporation  Other

7 Location Type

- Keno Satellite  
 Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant:

- If a sole proprietorship, list the individual owner.
  - If a partnership, list each partner and spouse.
  - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
  - If a limited liability company, list each member and spouse.
  - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See Instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
507-747912	Steven Kranau 2140 Glacier Dr Papillion NE 68046	3/4/1954	70%
505-21-6019	Andrea Moran	5/3/84	30%

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

- Yes  No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

- Yes  No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

- Yes  No If Yes, see instructions. See pg 2

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

- Yes  No (See What Must Be Filed instructions) SEE NEXT PAGE

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

- Yes  No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

- Yes  No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

- Yes  No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:

Name: Steven Kranau Title: owner

Title: owner

Date: 10/13/22

Daytime Phone Number: 402-681-8007

Daytime Phone Number: 402-681-8007

#### Authorization - Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

## Susan Kluthe

---

**From:** jhassett@agt.bz  
**Sent:** Friday, October 21, 2022 12:02 PM  
**To:** Susan Kluthe  
**Subject:** [EXT] Moran's Grill application to become a keno sales outlet location  
**Attachments:** Moran's Grill.pdf

Hello Susan,

Moran's Grill would like to become a keno satellite location. I attached their 50G application. I can bring the original down to be signed if it passes. Can you put this on the next available council meeting? The application has social security numbers on it. Any questions let me know.

Thanks,  
John Hassett

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

15b.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2022 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

**SYNOPSIS/BACKGROUND:**

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Approve Resolution No. 2021-32: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2022, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2022 to December 31, 2022

**ATTACHMENTS:**

1. <input type="text" value="Resolution No. 2022-32"/>	2. <input type="text" value="Annual Year-End Certification Form"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Susan Kluthe*  
\_\_\_\_\_  
*Robert Joseph Riggs*  
\_\_\_\_\_

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2022.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2022**

Resolution No. 2022-32

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Abstained \_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_

(Signature of Clerk)

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2022.

## Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2022

*Separate forms may be needed to account for the entire year, see (3) below*

This Form Covers the Following Period: \_\_\_\_\_, 2022 to \_\_\_\_\_, 2022  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of \_\_\_\_\_ certifies that: \_\_\_\_\_  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or  
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_  
*Signature of Mayor*  *Village Board Chairperson*

\***(3)** If during the calendar year your municipality (a) did not have a city street superintendent for any portion(s) of the year; or (b) had an appointed city street superintendent that was not licensed for any portion(s) of the year; or (c) had one or more appointed licensed city street superintendents for any portion(s) of the year; or (d) had two or more successive licensed superintendents for any portion of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

**(5) Failure to return by December 31, 2022, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2022 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2022 here:**

For most municipalities this information may be found in the November or December 2021 or the January 2022 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).  
Call 402-479-4436 if you have any questions about what to submit for documentation.

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

15c.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Susan Kluthe, City Clerk		Various Dept. Heads	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Resolution to amend the Master Fee Schedule regarding certain fees in various departments.

**SYNOPSIS/BACKGROUND:**

The various city departments review fees on a regular basis. Based on these reviews, the Public Works/Parks/Recreation and Police Dept. are requesting to update certain fees.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:	<input type="text" value="NO"/>	COUNTER-PARTY:	<input type="text"/>	INTERLOCAL AGREEMENT:	<input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>					
CONTRACT EFFECTIVE DATE:	<input type="text"/>	CONTRACT TERM:	<input type="text"/>	CONTRACT END DATE:	<input type="text"/>
PROJECT NAME: <input type="text"/>					
START DATE:	<input type="text"/>	END DATE:	<input type="text"/>	PAYMENT DATE:	<input type="text"/>
				INSURANCE REQUIRED:	<input type="text" value="NO"/>
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

**RECOMMENDATION:**

Approve and authorize the Mayor to sign Resolution No. 2022-33 updating the Master Fee Schedule.

**ATTACHMENTS:**

1. Resolution 2022-33 (Red-lined version)	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

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

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

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

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RESOLUTION NO. 2022-33**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2022-01~~ 2022-10 passed ~~January 18, 2022~~ May 3, 2022 is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical  
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

**BUILDING & USE FEES (Continued)**

Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days
Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees	
(Effective July 1, 2022 – June 30, 2023)	
Residential – up to a four plex	\$1002 per dwelling unit
Multi-family – greater than a four plex	\$4410 per gross acre
Commercial and Industrial	\$5345 per gross acre
(Effective July 1, 2023 – June 30, 2024)	
Residential – up to a four plex	\$1027 per dwelling unit
Multi-family – greater than a four plex	\$4520 per gross acre
Commercial and Industrial	\$5478 per gross acre
These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES**

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months



**NON-EMERGENCY FIRE AND RESCUE SQUAD FEES**

**MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS**

1<sup>ST</sup> Weekly Call Per Patient will be FREE

2<sup>nd</sup> Call for Same Patient, In Same Week, will be \$ 400.00

3<sup>rd</sup> Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

**FIRE TRAINING FACILITY FEES**

**\*Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

**Training Tower Only**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 400.00/ \$ 700.00

10-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,400.00

15-4 Hour Scheduled Events Per Year

\$1,200.00/ \$2,150.00

Hour Rate

4 Hours

\$100.00/ \$150.00

8 Hours

\$200.00/ \$300.00

1 Gas/Tower Operator

Included/ Included

\* Plus Consumable Material Used

**Training Tower and Fire Simulator**

**TMA/ Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,950.00

10-4 Hour Scheduled Events Per Year

\$1,600.00/ \$3,900.00

15-4 Hour Scheduled Events Per Year

\$2,400.00/ \$5,850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400

Natural Gas

Included/ Included

1 Gas/Tower Operator

Included/ Included

\*Additional Gas Operator

\$25.00 p/h / \$32.50 p/h

\*Plus Consumable Material Used

**Rail Car Simulator**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 640.00/ \$ 640.00

10-4 Hour Scheduled Events Per Year

\$1,280.00/ \$1,280.00

**FIRE TRAINING FACILITY FEES (Continued)**

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
<b>Confined Space</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
<b>Driving Area</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
<b>Extrication Area</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
<b>Classroom Area</b>	<b>TMA Fee/Public Fee</b>
Annual Usage:	
Contract Bellevue FD Training Site	

**FIRE TRAINING FACILITY FEES (Continued)**

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year \$150.00 / \$150.00

10-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

10-4 Hour Scheduled Events Per Year \$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

1-8 Hour Scheduled Events Per Year \$200.00 / \$200.00

Rooms 1, 2 and 3

1-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

1-8 Hour Scheduled Events Per Year \$600.00 / \$600.00

Available AV Equipment

Included/Included

Chairs

Included/Included

Janitorial Fee

Included/Included

**Entire Training Site**

**TMA Fee/Public Fee**

Annual Usage

Contact Bellevue FD Training Site

Single Use:

1-4 Hour Scheduled Events Per Year \$ 600.00 / \$ 600.00

1-8 Hour Scheduled Events Per Year \$1,200.00 / \$1,200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Health Care Facilities

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment \$50.00

Consumption Establishments \$75.00

**FIRE INSPECTION FEE SCHEDULE (Continued)**

Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee
Snow Removal	
1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$35

## **POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

## **GRADE PERMIT FEES**

10 acres or less

1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee

More than 10 acres

1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

## **ZONING FEES**

Comprehensive Plan Amendment

\$ 500

Change of Zone

less than 1 acre

\$ 175

1-5 acres

\$ 325

over 5 acres

\$ 525

Zoning Text Amendment

\$ 250

Subdivision Text Amendment

\$ 250

Conditional Use Permit

1 acre or less

\$ 175

more than 1 acre

\$ 325

Conditional Use Permit Amendment

1 acre or less

\$ 175

more than 1 acre

\$ 325

Administrative Review of Wireless Antennas

\$ 150

Preliminary Platting

\$1,000 + \$10 per lot

Final Platting

\$ 600 + \$5 per lot

Revised Preliminary Plat

\$1,000 + \$10 per lot

Extension of Date for Preliminary & Final Plats

\$ 200

Small Subdivision Plat

\$ 250 Administrative Approval +  
\$ 300 City Council Approval

Vacation of Plat

\$ 150

Board of Adjustment Application

\$ 300

Flood Plain Development Permit

\$ 50

Sign Permit (by size of sign)

35 square feet or less

\$ 40

36 – 75 square feet

\$ 80

76 – 150 square feet

\$150

151 – 300 square feet

\$200

**ZONING FEES (Continued)**

Over 300 square feet Awnings	\$300 \$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

**SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

**OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees (Annual fee in addition to State License Fees)	
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax	6.25% of gross receipts
(includes land lines, wireless, cellular, & mobile)	
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge)	\$ 40
( <del>December 1 – March 1</del> ) (November 15 – March 15)	
Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 125 Attach VA Marker to Niche Door or or Engraving
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size (New Sections G & H) \$ 125 Infant \$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	\$1,200 Row 1 (Top of Columbarium) \$1,000 Row 2 \$ 800 Row 3 \$ 600 Row 4 \$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25

Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Dog/Cat License (Annual Fee)	
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

**OTHER FEES** (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society-not City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application)	\$0
Season Operator Fee (electricity included)	

**OTHER FEES** (Continued)

Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25
Temporary Business Licenses:	
Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions <b>ONLY</b> applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee

**OTHER FEES** (Continued)

Trash and Recycling Residential Collection Fee, effective June 1, 2022

\$15.15 per month, per residence for 35-gallon service  
\$18.40 per month, per residence for 65 gallon service  
\$21.60 per month, per residence for 95-gallon service  
\$15.00 for each bulky item pick up  
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds  
\$9.60 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee	<del>\$80/\$75</del> \$100/\$85 for motorcycles
Storage Fee	<del>\$20/per day</del> \$25/per day
Storage for Victimless Incidents – City lots	<del>\$20/day</del> \$25/day outside; <del>\$40/day</del> \$50/day inside
Administration Fee	\$ 30
Locksmith Fee	\$ 30
Straight Trucks Licensed for more than Four (4) tons	\$100
Other vehicles (snowmobiles, boats, etc.)	\$ 85
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

Street/Alley Vacation

Application Fee	\$50
Administrative Fee	\$300

**PUBLIC RECORDS**

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

**ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

## **LIBRARY FEES**

### Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

### Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

### Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

### Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

### Makerspace

Based on amount/type of consumable used for project

### Lost Items

Replacement cost of item (or purchase like item as replacement)

### Damaged Items

Damage cost assessed up to full value of item

### Materials Processing

Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD Cases	\$ 8 for small, \$ 9 for medium, \$ 10 for large
Replacements for Game/Stamp Boxes	\$5
Replacements for Binge & Hotspot Boxes	\$10

### Copier/Printer Rates

Black & White Copies/Prints	\$0.10/page (single sided)
Color Prints	\$0.50/page (single sided)

## RECREATION FEES

100% BEFORE first day

Reed Center – Rental

~~\$325~~ \$375 – Friday/Sunday  
~~\$375~~ \$425 – Sunday  
~~\$175~~ \$200 – Non-profit

Reed Center – Damage Deposit

\$300

Field Rentals

~~\$30~~ \$40 per hour light fee +  
~~\$175~~ \$200 per day  
~~\$200 per day~~ non-resident

Jr. T-Ball

~~\$25~~ \$30

T-Ball/Coach Pitch

~~\$35~~ \$40

Baseball/Softball

~~\$40~~ \$45

Adult Softball – Church League

~~\$60~~ \$70

~~Baseball/Softball Spring Training~~

\$10

Tennis Lessons

Juniors

~~\$20~~ \$25

Adults

~~\$25~~ \$30

Swimming Pools:

Swimming Lessons

~~\$35~~ \$40

~~Swimming League~~

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Season Swim Pass

Youth Pass

\$ 50

Adult Pass

\$ 60

Family

\$135

Pool Parties

Pool Rental Fee

~~\$100~~ \$130

Lifeguard Fee (2)

~~\$40~~ \$ 60

\*Bellevue residents pay the lower fee

Track Club

~~\$35~~ \$40

Youth Sports Camp

~~\$30~~ \$35 single session

~~\$40~~ \$45 both sessions

~~Youth Lacrosse Camp~~

~~-\$30~~

Youth Soccer League	-	\$40
Spring		\$40
Fall		\$40
Youth Flag Football League		
Spring	<del>\$35</del>	\$40
Fall	<del>\$35</del>	\$40
Historic Presbyterian Church Rental Fee	<del>\$375</del>	\$425

**SEWER CONNECTION FEES**

Residential		
Single Family Dwelling (includes manufactured/ modular/mobile homes)		\$ 900
Duplex		\$1,600
Multiple Family		\$700 per unit
Commercial/Industrial		\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee		
Service Line (all sizes)		\$118
Re-inspection Fee (after two inspections)		\$47

**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee		\$ 500
Processing Fee		\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)		
TIF principal amount:		
First \$500,000		None
Next \$1,500,000		1.5%
Next \$2,000,000		1%
No fees of TIF amounts over \$4,000,000		

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**ANIMAL RELATED FEES in effect through December 31, 2022:**  
**(Fees to be collected by the NHS, not the City of Bellevue)**

Dog and Cat License (Annual Fee)		
\$5.00	if spayed/neutered	No charge for owners aged 65 and older
\$15.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$0.50	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 <sup>st</sup> impoundment	
\$60.00	2 <sup>nd</sup> impoundment	
\$100.00	3 <sup>rd</sup> impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

**Animal Related Fees effective beginning January 1, 2023:**  
**(Fees to be collected by the NHS, not the City of Bellevue)**

Dog and Cat License (Annual Fee)		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 <sup>st</sup> impoundment	
\$60.00	2 <sup>nd</sup> impoundment	
\$100.00	3 <sup>rd</sup> impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the 2nd day of November, 2022.

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF November, 2022.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/01/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Construction Engineering Services Agreement for Bellevue Major Street Resurfacing (MAPA/NDOT AC Funding)

SYNOPSIS/BACKGROUND:

On 8/2/2022 a Construction Engineering Services (CES) Agreement was approved in the amount of \$256,434.85 between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2). This is an 80/20 cost share with the Nebraska Department of Transportation (NDOT). A portion of the streets included in the resurfacing contract are non-classified and thus ineligible for federal cost participation. It was determined by NDOT that the CES costs need to be separated into two agreements - one for the participating portion and one for the non-participating portion. Thus, we are requesting approval of a new CES Agreement in the amount of \$45,846.90, which includes only the non-participating portion of the project. Simultaneously, we are requesting approval of Supplement #1 to the original CES Agreement, which removes the non-participating portion, reducing that agreement by the corresponding amount (-\$45,846.90). The net fiscal impact of the new agreement and Supplement #1 to the original agreement is \$0.

FISCAL IMPACT: \$0.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Bellevue Major Street Resurfacing (2022) MAPA-5081(2) CN 22835 - Construction Engineering Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Major Street Resurfacing

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

CIP PROJECT NAME: Major Street Resurfacing (MAPA/NDOT AC Funding) CIP PROJECT NUMBER: ST22(1)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): M146(237B), M146(239B), M146(243C), M146(244B), M146(247), M146(249B), M146(273B)

ACCOUNTING DISTRIBUTION CODE: CIPST22(1) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Authorize the Mayor to sign the Resolution and Locally Funded Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2). Authorize the Mayor to sign the Resolution and Supplement #1 to the original Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project (dated August 2, 2022).

ATTACHMENTS:

- Locally Funded CES Agreement (with Resolution)
- Supplement #1 to CES Agreement (with Resolution)
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Alfred Benesch & Company*  
*[Signature]*  
*[Signature]*

**RESOLUTION  
CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2249**

CITY OF BELLEVUE

Resolution No. 2022-34

**Whereas:** City of Bellevue is developing a transportation project.

**Whereas:** City of Bellevue and Alfred Benesch & Company wish to enter into a Professional Services Agreement to provide Construction Engineering for the transportation project.

**Be It Resolved:** by the City Council of City of Bellevue, Nebraska that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services Agreement between City of Bellevue and Alfred Benesch & Company.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: MAPA-5081(2)

NDOT Control Number: 22835

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ Nebraska.

The City Council of City of Bellevue, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

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

LPA/CONSULTANT LOCALLY FUNDED  
PROFESSIONAL SERVICES, CONSULTANT  
CONSTRUCTION ENGINEERING SERVICES

CITY OF BELLEVUE, NEBRASKA  
ALFRED BENESCH & COMPANY  
PROJECT NO. MAPA-5081(2)  
CONTROL NO. 22835  
BELLEVUE MAJOR STREET RESURFACING

THIS AGREEMENT, made and entered into by and between the City of Bellevue, Nebraska, hereinafter referred to as the "LPA" and Alfred Benesch & Company, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA is in the process of developing a federal-aid transportation project, and

WHEREAS, LPA intends to engage the Consultant to render Professional Construction Engineering Services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, NDOT will pay the Consultant directly and bill the LPA for 100% of the agreement amount, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Alfred Benesch & Company and any employees thereof, whose business and mailing address is 825 'M' Street, Suite 100, Lincoln, Nebraska 68508, and

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Construction Engineering Services for Project No. MAPA-5081(2), C.N. 22835, Bellevue Major Street Resurfacing, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and

receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

**Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at [www.transportation.nebraska.gov/proidev/#save](http://www.transportation.nebraska.gov/proidev/#save).

2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA, or the State on behalf of the LPA, issued the Consultant a written Notice-to-Proceed (NTP) on June 30, 2022. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A", Scope of Services, and Exhibit "B", Consultants Fee Proposal, and shall complete all work required under this agreement promptly and in a satisfactory manner by February 10, 2023.

The completion time will not be extended because of any avoidable delay attributed to the Consultant but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

#### SECTION 6. FEES AND PAYMENTS

- A. Consultant's fee proposal is attached as Exhibit "B", attached and incorporated herein by this reference.
- B. The general provisions concerning payment under this Agreement are set out in Exhibit "C".
- C. For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$45,846.90 in accordance with Exhibit "B".

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of

work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to

be privileged or confidential that is provided to Consultant will be marked with the following information:

“**CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

#### SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict of interests provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see “PE/CE Consultant Conflict of Interest Frequently Asked Questions” located on the State’s Local Federal Aid Projects’ Frequently Asked Questions webpage:

<http://www.transportation.nebraska.gov/gov-aff/faq.html>

#### SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or

violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the LPA.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet

any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this project involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED

This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 11<sup>th</sup> day of October, 2022.

ALFRED BENESCH & COMPANY  
Jeffery A. Sockel, P.E.

Jeffery A. Sockel  
Senior Vice President

STATE OF NEBRASKA)  
Douglas )ss.  
SARPI COUNTY )

Subscribed and sworn to before me this 11<sup>th</sup> day of October, 2022.



Metha Evers  
Notary Public

EXECUTED by the City of Bellevue, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF BELLEVUE, NEBRASKA  
Rusty Hike

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NEBRASKA DEPARTMENT OF  
TRANSPORTATION  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

**Exhibit A**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
for

**Project Name: Bellevue Major Street Resurfacing**  
**Project Number: MAPA-5081(2)**  
**Control Number: 22835**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Bellevue Major Street Resurfacing in Sarpy County, Nebraska. The project consists of the following improvements: cold planing the existing surface, asphalt overlays, pavement markings, utility adjustments and other related roadway improvements. This scope of services applies to the following street segments:

- Golden Boulevard from Coffey Avenue to Bline Avenue
- Coffey Avenue from Golden Boulevard to 31<sup>st</sup> Street
- 31<sup>st</sup> Street from Coffey Avenue to Golden Boulevard
- Coffey Avenue from 31<sup>st</sup> Street to terminus

Alfred Benesch & Co., (Consultant) shall serve as agent for the City of Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

#### D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into AASHTOWare Project on a daily basis. Ensure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for the project management task are assumed to be estimated at 6% of the total hours for all other tasks.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

2.1 Construction Inspection Planning Meeting - Not applicable.

2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.

2.3 Construction Progress Meetings - Prepare the agenda, attend, document minutes, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 3 meetings each lasting an average of one (1) hour and only require the Project Manager or Construction Engineer to attend. It is anticipated these meetings will occur at a City of Bellevue facility during regular working hours.

2.4 Public Meeting (If Required) - Not applicable.

2.5 Assume 3 trips to the project site for the Project Manager and/or Construction Engineer to attend meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan (TCP) for each project site if requested. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the City and State Representative prior to placing in service. Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). It is assumed up to 4 site TCPs will be requested.

3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, City of Bellevue Standards, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans. The LPA shall resolve any conflicting standards or requirements.

3.2 Prepare TCP revisions when requested by the Owner, NDOT, or the Contractor and approved by the LPA RC to adapt plans to any changes to phasing or

traffic patterns not initially known at the time of preparing the initial TCP. It is assumed up to three (3) modifications may be requested.

- 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. To be performed by the LPA if needed.
5. Construction Survey/Staking. Not Applicable.
6. Construction Consultation/AASHTOWare Project & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
- 6.1 Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)
- Review and Enter Data into AASHTOWare Project
  - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
  - Document and Review Daily Work Reports (DWRs)
7. Girder Shim Surveying. Not Applicable.
8. Perform Bearing Calculations. Not Applicable.
9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.
- 9.1 Construction Inspection: Duties for construction inspection shall consist of observing and documenting the work performed and will include, but are not limited to, the following items:
- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
  - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
  - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
  - The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.). The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
  - NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
  - The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.

- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
  - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
  - Consultant shall review and forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
  - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
  - Communicate and coordinate plan revisions and change orders with the Designer.
    - Prepare a field checked culvert order list
    - Prepare guardrail order list
    - Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
    - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
    - Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **16** Inspector 1 (**5** days milling @ 5000 SY/day, **5** days paving @ 750 tons per day, **4** days of utility adjustments @ 8 each /day, **2** days of misc inspection activities) trips to the site for construction inspection and an average of 10 hours per day per inspector for Construction Inspection of each activity.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
  - Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge
- Asphalt
- TSR verification testing of Contractor produced mix or Contractor provided samples (if required)

**CONSULTANT SHALL PROVIDE:**

Testing up to the allowance identified in the Estimate of Testing Quantities under the Direct Expenses for the items of work identified in the construction Contract Documents.

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab for the testing identified in the Estimate of Testing Quantities.
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab for the testing identified in the Estimate of Testing Quantities.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume 1 trips to the project site and 11 trips to NDOT for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All AASHTOWare entry, collection of samples and certifications, delivery to NDOT, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
  - 11.1 As-Built Drawings will be prepared in electronic \*.pdf format
  
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through site review with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
  - 12.1 Walkthrough of Site and Preparation of Punch List
  - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
  
13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
  - 13.1 Project Closeout activities shall include the following:
    - Project Manager's Final Estimate
    - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
    - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
    - Memo of Major Item Review
    - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
    - Borrow Site Memo
    - City Agreement Letter
    - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the

NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.

- Sign Deduction Memo (If required)
- Material Test Results
- AASHTOWare Project PM Diary Report
- AASHTOWare Project Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

- 14.1 Coordination with Adjacent Projects – Consultant shall communicate project activities and coordinate traffic control needs with abutting projects or projects in close proximity to the project. The LPA shall determine the appropriate resolution to any conflicts.
- 14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

## **E. SCHEDULE**

Work on this project began under a previous agreement that included the non-participating work on the project. A conditional early Notice to Proceed was issued June 30<sup>th</sup>, 2022. This agreement, as well as an amendment to the original, will split the participating and non-participating work into separate agreements. The LPA will provide the Notice to Proceed for this agreement to match the date of the conditional notice to proceed for the original agreement, June 30<sup>th</sup>, 2022.

# Staffing Plan

# Construction Engineering

**Project Name:** Bellevue Major Street Resurfacing  
**Consultant:** Alfred Benesch & Co.  
**Consultant PM:** Drew Parks  
**NDOT PC:** Karl Burns  
**Date:** August 23, 2022

**Project Number:** MAPA-5081(2)  
**Control Number:** 22835



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Construction Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

Financial Data	
Overhead Rate:	<u>163.84%</u>
Profit Rate:	<u>12.00%</u>
FCCM (if applies):	<u>0.190%</u>
<i>Use latest available data</i>	

## STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
<u>Jeff Sockel, PE</u>	<u>Senior Project Manager</u>	<u>\$85.00</u>	<u>100%</u>
<b>Project Manager</b>			
<u>Drew Parks, PE</u>	<u>Project Manager</u>	<u>\$53.00</u>	<u>80%</u>
<u>Mike Higgins, PE</u>	<u>Project Manager</u>	<u>\$56.00</u>	<u>20%</u>
<b>Construction Engineer</b>			
<u>Drew Parks, PE</u>	<u>Project Manager</u>	<u>\$53.00</u>	<u>80%</u>
<u>Mike Higgins, PE</u>	<u>Project Manager</u>	<u>\$56.00</u>	<u>20%</u>
<b>Designer/CADD Tech</b>			
<u>Tracy Salisbury</u>	<u>Senior CADD Technician</u>	<u>\$29.50</u>	<u>100%</u>
<b>Survey Crew Chief</b>			
<b>Survey Crew Member</b>			
<b>Inspector 1</b>			
<u>Steven Rue</u>	<u>Project Engineer</u>	<u>\$38.00</u>	<u>30%</u>
<u>Tyler Wynn</u>	<u>Project Engineer</u>	<u>\$38.00</u>	<u>40%</u>
<u>Dan Miller</u>	<u>Construction Representative</u>	<u>\$38.00</u>	<u>15%</u>
<u>Kevin Means</u>	<u>Senior Inspector</u>	<u>\$29.50</u>	<u>15%</u>
<b>Administrative</b>			
<u>Metha Evers</u>	<u>Project Assistant</u>	<u>\$25.00</u>	<u>100%</u>
<b>User Defined</b>			

# SRC Billing Rates

# Construction Engineering

Date: August 23, 2022

Consultant: Alfred Benesch & Co.

**SRC Billing Rates Calculated based on:**

Overhead:	<u>163.84%</u>
Profit Rate:	<u>12.00%</u>
FCCM (if applies):	<u>0.19%</u>
Salary Escalation Factor:	<u>3.0%</u>

**Weighting**

100%	Period 1: NTP through: <u>December 31, 2022</u>
	Period 2: Labor beginning: <u>January 1, 2023</u>
	Period 3: Labor beginning: <u>January 1, 2024</u>
	Period 4: Labor beginning: <u>January 1, 2025</u>
	% of work estimated during each period

**SRC BILLING RATE per employee**

New Employee Multiplier = **2.96**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
<b>Principal</b>						
Jeff Sockel, PE	\$85.00	\$251.00	\$259.00	\$267.00		100%
Weighted Rate For Calculating Contract Max:		\$251.00				
<b>Project Manager</b>						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
<b>Construction Engineer</b>						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
<b>Designer/CADD Tech</b>						
Tracy Salisbury	\$29.50	\$87.00	\$90.00	\$93.00		100%
Weighted Rate For Calculating Contract Max:		\$87.00				
<b>Survey Crew Chief</b>						
Weighted Rate For Calculating Contract Max:						
<b>Survey Crew Member</b>						
Weighted Rate For Calculating Contract Max:						
<b>Inspector 1</b>						
Steven Rue	\$38.00	\$112.00	\$115.00	\$118.00		30%
Tyler Wynn	\$38.00	\$112.00	\$115.00	\$118.00		40%
Dan Miller	\$38.00	\$112.00	\$115.00	\$118.00		15%
Kevin Means	\$29.50	\$87.00	\$90.00	\$93.00		15%
Weighted Rate For Calculating Contract Max:		\$108.25				
<b>Inspector 2</b>						
Mark Tisinger	\$35.00	\$103.00	\$106.00	\$109.00		50%
Marc Abels	\$33.00	\$98.00	\$101.00	\$104.00		50%
Weighted Rate For Calculating Contract Max:		\$100.50				
<b>Administrative</b>						
Metha Evers	\$25.00	\$74.00	\$76.00	\$78.00		100%
Weighted Rate For Calculating Contract Max:		\$74.00				
<b>User Defined</b>						
Weighted Rate For Calculating Contract Max:						

# Consultant's Estimate of Hours

# Construction Engineering

Project Name: Bellevue Major Street Resurfacing  
 Consultant: Alfred Benesch & Co.  
 Consultant PM: Drew Parks  
 NDOT PC: Karl Burns  
 Date: August 23, 2022

Project Number: MAPA-5081(2)  
 Control Number: 22835

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
<b>1. Project Management &amp; Coordination</b>	2	19							4		25
1.1 Project Management	2	19							4		25
<b>2. Meetings</b>			7								7
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting - 1 meeting			1								1
2.3 Construction Progress Meetings - 3 meetings			3								3
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings			3								3
<b>3. Traffic Control Plan</b>			3	3							6
3.1 Prepare Traffic Control Plan - up to 4			1	2							3
3.2 Prepare TCP Revisions - up to 3			1	1							2
3.3 Sign and Submit Plans to the RC			1								1
<b>4. SWPPP Inspections/Manual Updates</b>											
<b>5. Construction Survey/Staking</b>											
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>			5				10				15
6.1 Construction Consultation/Site Manager & DWR			5				10				15
<b>7. Girder Shim Surveying (Bridge Projs Only)</b>											
<b>8. Perform Bearing Calculations</b>											
<b>9. Construction Inspection</b>			48				200				248
9.1 Construction Inspection											
Plan review and project setup			2				4				6
Milling/Base Repair - 5 days			10				50				60
Paving - 5 days			10				50				60
Utility Adjustments - 4 days			8				40				48
Misc - 2 days							20				20
9.2 Measure, calculate, and document qty of pay items			2				16				18
9.3 Maintain records/data, prepare Weekly Report of WDs			2				4				6
9.4 Trips to Site (Travel Time) for Const Inspection			14				16				30
<b>10. Perform Material Sampling and Testing</b>			2					8			10
10.1 Collect, verify, document, deliver all samples to test lab								2			2
10.2 Provide all req'd material certs to the NDOR M&R Lab								2			2
10.3 Review and document all test results of all samples			2					2			4
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								2			2
<b>11. As-Built Drawings</b>			1				4				5
11.1 Prepare As-Built Drawings			1				4				5
<b>12. Final Inspections</b>							3				3
12.1 Walkthrough of Site and Preparation of Punch List							2				2
12.2 Review Project to verify Punch List has been complete							1				1
<b>13. Project Closeout</b>			4				4	2			10
13.1 Project Closeout			4				4	2			10
<b>14. Other</b>			8								8
14.1 Coordination with Other Projects			4								4
14.2 Audit Support			4								4
<b>Total Days</b>	0.25	2.38	9.75	0.38			27.6	1.25	0.5		42
<b>Total Hours</b>	2	19	78	3			221	10	4		337.0





**Project Cost & Breakdown****Construction Engineering**

Project Name: Bellevue Major Street Resurfacing  
 Consultant: Alfred Benesch & Co.  
 Consultant PM: Drew Parks  
 NDOT PC: Karl Burns  
 Date: August 23, 2022

Project Number: MAPA-5081(2)  
 Control Number: 22835

<b>LABOR COSTS</b>			
<b>Classification</b>	<b>Hours</b>	<b>Weighted Rate</b>	<b>Amount</b>
Principal	2	\$251.00	\$502.00
Project Manager	19	\$158.80	\$3,017.20
Construction Engineer	78	\$158.80	\$12,386.40
Designer/CADD Tech	3	\$87.00	\$261.00
Survey Crew Chief			
Survey Crew Member			
Inspector 1	221	\$108.25	\$23,923.25
Inspector 2	10	\$100.50	\$1,005.00
Administrative	4	\$74.00	\$296.00
User Defined			
	337	<b>Subtotal</b>	<b>\$41,390.85</b>

<b>DIRECT EXPENSES</b>	<b>Amount</b>
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$1,129.05
Lodging/Meals:	
Other Miscellaneous Costs:	\$3,327.00
	<b>Subtotal</b>
	<b>\$4,456.05</b>

<b>TOTAL PROJECT COSTS</b>	<b>Amount</b>
Labor Costs	\$41,390.85
Direct Expenses	\$4,456.05
	<b>TOTAL COST</b>
	<b>\$45,846.90</b>



**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$ 41,390.85	for actual direct labor costs
<u>\$ 4,456.05</u>	for direct expenses
\$ 45,846.90	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed

on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

- 1) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.
  
- B. *This section has intentionally been left blank.*
  
- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

  - 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
  - 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
  - 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
    - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation-related tips, such as hotel, park and ride, or airport shuttles, and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
- (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

- (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
- (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
  - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
  - (2) Lunch – No reimbursement is allowed.
  - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
  - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
  - (5) The time limitations set forth above do not include the time taken for the meal.
- (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

6. *This section has intentionally been left blank.*

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

- (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
- (c) Direct non-labor expenses:
  - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
  - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
  - (iii) All supporting receipts must be kept as required in Section 18.
- (d) Time Records, as outlined in paragraph 4.A.1).
- (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

CONSULTANT COST RECORD RETENTION.

- 2) Progress Report: A progress report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All progress reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
  - (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
  - 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.
- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

## 8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant.
- B. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
  - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
  - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include but are not limited to written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15e.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: <b>Doug Clark</b>		Public Works Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LICOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

**SUBJECT:**

Construction Engineering Services Agreement for Bellevue Major Street Resurfacing (MAPA/NDOT AC Funding)

**SYNOPSIS/BACKGROUND:**

On 8/2/2022 a Construction Engineering Services (CES) Agreement was approved in the amount of \$256,434.85 between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2). This is an 80/20 cost share with the Nebraska Department of Transportation (NDOT). A portion of the streets included in the resurfacing contract are non-classified and thus ineligible for federal cost participation. It was determined by NDOT that the CES costs need to be separated into two agreements - one for the participating portion and one for the non-participating portion. Thus, we are requesting approval of a new CES Agreement in the amount of \$45,846.90, which includes only the non-participating portion of the project. Simultaneously, we are requesting approval of Supplement #1 to the original CES Agreement, which removes the non-participating portion, reducing that agreement by the corresponding amount (-\$45,846.90). The net fiscal impact of the new agreement and Supplement #1 to the original agreement is \$0.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Authorize the Mayor to sign the Resolution and Locally Funded Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project identified as MAPA-5081(2). Authorize the Mayor to sign the Resolution and Supplement #1 to the original Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing project (dated August 2, 2022).

**ATTACHMENTS:**

- |  |  |                         |
|--|--|-------------------------|
| 1. <input type="text" value="Locally Funded CES Agreement (with Resolution)"/> | 2. <input type="text" value="Supplement #1 to CES Agreement (with Resolution)"/> | 3. <input type="text"/> |
| 4. <input type="text"/>  | 5. <input type="text"/>  | 6. <input type="text"/> |

**SIGNATURES:**

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

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

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



RESOLUTION

CONSTRUCTION ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 1 – BK2242

CITY OF BELLEVUE

Resolution No. 2022-35

**Whereas:** City of Bellevue and Alfred Benesch & Company have previously executed a Construction Engineering Services Agreement (BK2242) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

**Whereas:** City of Bellevue understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** City of Bellevue and Alfred Benesch & Company wish to enter into a Construction Engineering Services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of Bellevue, Nebraska that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Bellevue and Alfred Benesch & Company.

NDOT Project Number: MAPA-5081(2)

NDOT Control Number: 22835

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.

The City Council of Bellevue, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted

Attest:

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

Agreement No.	BK2242-001
Effective (NTP) Date	06/30/2022
Supplement Amount	-\$45,846.90
Total Agreement Amount	SRC \$210,587.95

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 1**  
**CONSTRUCTION ENGINEERING SERVICES**

CITY OF BELLEVUE, NEBRASKA  
ALFRED BENESCH & COMPANY  
PROJECT NO. MAPA-5081(2)  
CONTROL NO. 22835  
BELLEVUE MAJOR STREET RESURFACING

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Bellevue, Nebraska ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on August 2, 2022, for Consultant to provide Construction Engineering Services for LPA's project, and

**WHEREAS**, it was determined that a portion of the work described in the Original Agreement was non-participating but was inadvertently included with the participating portion, and

**WHEREAS**, it is necessary to correct this error under this Supplemental Agreement,

**WHEREAS**, the non-participating portion will be removed from this agreement and will be covered under a separate agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5081(2) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "B" and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

The corrected fee is set out in Exhibit "A", Consultant's Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 LPA issued Consultant a written Notice-to-Proceed on June 30, 2022. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by February 10, 2023.

**SECTION 3. FEES AND PAYMENTS**

Section 2 in Exhibit "C" of the Original Agreement remains valid and in effect under this supplemental agreement ed in accordance with Exhibit "A" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 220,543.45	(\$41,390.85)	\$ 179,152.60	For actual labor costs (wages)
\$ 35,891.40	(\$4,456.05)	\$31,435.35	For direct non-labor costs
\$256,434.85	(\$45,846.90)	\$210,587.95	Total agreement amount

\*Includes all prior supplements

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

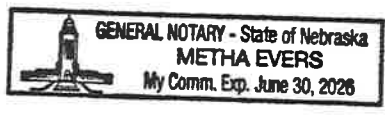
EXECUTED by the Consultant this 11<sup>th</sup> day of October, 2022.

ALFRED BENESCH & COMPANY  
Jeffery A. Sockel, P.E.

[Signature]  
Senior Vice President

STATE OF NEBRASKA)  
Douglas )ss  
-SARPY COUNTY )

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of October, 2022.



[Signature]  
Notary Public

EXECUTED by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BELLEVUE, NEBRASKA  
Rusty Hike

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

# Staffing Plan

# Construction Engineering

**Project Name:** Bellevue Major Street Resurfacing  
**Consultant:** Alfred Benesch & Co.  
**Consultant PM:** Drew Parks  
**NDOT PC:** Karl Burns  
**Date:** June 23, 2022

**Project Number:** MAPA-5081(2)  
**Control Number:** 22835



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Construction Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

Financial Data	
Overhead Rate:	<u>163.84%</u>
Profit Rate:	<u>12.00%</u>
FCCM (if applies):	<u>0.190%</u>
<i>Use latest available data</i>	

## STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
<u>Jeff Sockel, PE</u>	<u>Senior Project Manager</u>	<u>\$85.00</u>	<u>100%</u>
<b>Project Manager</b>			
<u>Drew Parks, PE</u>	<u>Project Manager</u>	<u>\$53.00</u>	<u>80%</u>
<u>Mike Higgins, PE</u>	<u>Project Manager</u>	<u>\$56.00</u>	<u>20%</u>
<b>Construction Engineer</b>			
<u>Drew Parks, PE</u>	<u>Project Manager</u>	<u>\$53.00</u>	<u>80%</u>
<u>Mike Higgins, PE</u>	<u>Project Manager</u>	<u>\$56.00</u>	<u>20%</u>
<b>Designer/CADD Tech</b>			
<u>Tracy Salisbury</u>	<u>Senior CADD Technician</u>	<u>\$29.50</u>	<u>100%</u>
<b>Survey Crew Chief</b>			
<b>Survey Crew Member</b>			
<b>Inspector 1</b>			
<u>Steven Rue</u>	<u>Project Engineer</u>	<u>\$38.00</u>	<u>30%</u>
<u>Tyler Wynn</u>	<u>Project Engineer</u>	<u>\$38.00</u>	<u>40%</u>
<u>Dan Miller</u>	<u>Construction Representative</u>	<u>\$38.00</u>	<u>15%</u>
<u>Kevin Means</u>	<u>Senior Inspector</u>	<u>\$29.50</u>	<u>15%</u>
<b>Inspector 2</b>			
<u>Mark Tisinger</u>	<u>Technologist</u>	<u>\$35.00</u>	<u>50%</u>
<u>Marc Abels</u>	<u>Senior Inspector</u>	<u>\$33.00</u>	<u>50%</u>
<b>Administrative</b>			
<u>Metha Evers</u>	<u>Project Assistant</u>	<u>\$25.00</u>	<u>100%</u>
<b>User Defined</b>			

# SRC Billing Rates

# Construction Engineering

Date: June 23, 2022

Consultant: Alfred Benesch & Co.

**SRC Billing Rates Calculated based on:**

Overhead:	<u>163.84%</u>
Profit Rate:	<u>12.00%</u>
FCCM (if applies):	<u>0.19%</u>
Salary Escalation Factor:	<u>3.0%</u>

**Weighting**

100%	Period 1: NTP through: <u>December 31, 2022</u>
	Period 2: Labor beginning: <u>January 1, 2023</u>
	Period 3: Labor beginning: <u>January 1, 2024</u>
	Period 4: Labor beginning: <u>January 1, 2025</u>
	*% of work estimated during each period

**SRC BILLING RATE per employee**

New Employee Multiplier = **2.96**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
<b>Principal</b>						
Jeff Sockel, PE	\$85.00	\$251.00	\$259.00	\$267.00		100%
Weighted Rate For Calculating Contract Max:		\$251.00				
<b>Project Manager</b>						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
<b>Construction Engineer</b>						
Drew Parks, PE	\$53.00	\$157.00	\$162.00	\$167.00		80%
Mike Higgins, PE	\$56.00	\$166.00	\$171.00	\$176.00		20%
Weighted Rate For Calculating Contract Max:		\$158.80				
<b>Designer/CADD Tech</b>						
Tracy Salisbury	\$29.50	\$87.00	\$90.00	\$93.00		100%
Weighted Rate For Calculating Contract Max:		\$87.00				
<b>Survey Crew Chief</b>						
Weighted Rate For Calculating Contract Max:						
<b>Survey Crew Member</b>						
Weighted Rate For Calculating Contract Max:						
<b>Inspector 1</b>						
Steven Rue	\$38.00	\$112.00	\$115.00	\$118.00		30%
Tyler Wynn	\$38.00	\$112.00	\$115.00	\$118.00		40%
Dan Miller	\$38.00	\$112.00	\$115.00	\$118.00		15%
Kevin Means	\$29.50	\$87.00	\$90.00	\$93.00		15%
Weighted Rate For Calculating Contract Max:		\$108.25				
<b>Inspector 2</b>						
Mark Tisinger	\$35.00	\$103.00	\$106.00	\$109.00		50%
Marc Abels	\$33.00	\$98.00	\$101.00	\$104.00		50%
Weighted Rate For Calculating Contract Max:		\$100.50				
<b>Administrative</b>						
Metha Evers	\$25.00	\$74.00	\$76.00	\$78.00		100%
Weighted Rate For Calculating Contract Max:		\$74.00				
<b>User Defined</b>						
Weighted Rate For Calculating Contract Max:						

# Consultant's Estimate of Hours

# Construction Engineering

**Project Name:** Bellevue Major Street Resurfacing  
**Consultant:** Alfred Benesch & Co.  
**Consultant PM:** Drew Parks  
**NDOT PC:** Karl Burns  
**Date:** June 23, 2022

**Project Number:** MAPA-5081(2)  
**Control Number:** 22835

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
<b>1. Project Management &amp; Coordination</b>	<b>8</b>	<b>82</b>							<b>12</b>		<b>102</b>
1.1 Project Management	8	82							12		102
<b>2. Meetings</b>			<b>26</b>				<b>3</b>				<b>29</b>
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting - 1 meeting			3				2				5
2.3 Construction Progress Meetings - 14 meetings			11								11
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings			12				1				13
<b>3. Traffic Control Plan</b>			<b>15</b>	<b>41</b>							<b>56</b>
3.1 Prepare Traffic Control Plan - up to 4			7	30							37
3.2 Prepare TCP Revisions - up to 3			2	11							13
3.3 Sign and Submit Plans to the RC			6								6
<b>4. SWPPP Inspections/Manual Updates</b>											
<b>5. Construction Survey/Staking</b>											
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>			<b>30</b>				<b>60</b>				<b>90</b>
6.1 Construction Consultation/Site Manager & DWR			30				60				90
<b>7. Girder Shim Surveying (Bridge Projs Only)</b>											
<b>8. Perform Bearing Calculations</b>											
<b>9. Construction Inspection</b>			<b>189</b>				<b>744</b>				<b>933</b>
9.1 Construction Inspection											
Plan review and project setup			6				12				18
Milling/Base Repair - 22 days			34				170				204
Paving - 23 days			36				180				216
Utility Adjustments - 22 days			36				180				216
Misc - 8 days							60				60
9.2 Measure, calculate, and document qty of pay items			12				59				71
9.3 Maintain records/data, prepare Weekly Report of WDs			12				24				36
9.4 Trips to Site (Travel Time) for Const Inspection			53				59				112
<b>10. Perform Material Sampling and Testing</b>			<b>12</b>					<b>72</b>			<b>84</b>
10.1 Collect, verify, document, deliver all samples to test lab								18			18
10.2 Provide all req'd material certs to the NDOR M&R Lab								18			18
10.3 Review and document all test results of all samples			12					18			30
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								18			18
<b>11. As-Built Drawings</b>			<b>3</b>				<b>36</b>				<b>39</b>
11.1 Prepare As-Built Drawings			3				36				39
<b>12. Final Inspections</b>							<b>21</b>				<b>21</b>
12.1 Walkthrough of Site and Preparation of Punch List							14				14
12.2 Review Project to verify Punch List has been completed							7				7
<b>13. Project Closeout</b>			<b>36</b>				<b>36</b>	<b>18</b>			<b>90</b>
13.1 Project Closeout			36				36	18			90
<b>14. Other</b>			<b>24</b>								<b>24</b>
14.1 Coordination with Other Projects			12								12
14.2 Audit Support			12								12
<b>Total Days</b>	<b>1</b>	<b>10.3</b>	<b>41.9</b>	<b>5.13</b>			<b>113</b>	<b>11.3</b>	<b>1.5</b>		<b>184</b>
<b>Total Hours</b>	<b>8</b>	<b>82</b>	<b>335</b>	<b>41</b>			<b>900</b>	<b>90</b>	<b>12</b>		<b>1,468.0</b>





**Project Cost & Breakdown****Construction Engineering**

Project Name: Bellevue Major Street Resurfacing  
 Consultant: Alfred Benesch & Co.  
 Consultant PM: Drew Parks  
 NDOT PC: Karl Burns  
 Date: June 23, 2022

Project Number: MAPA-5081(2)  
 Control Number: 22835

<b>LABOR COSTS</b>			
<b>Classification</b>	<b>Hours</b>	<b>Weighted Rate</b>	<b>Amount</b>
Principal	8	\$251.00	\$2,008.00
Project Manager	82	\$158.80	\$13,021.60
Construction Engineer	335	\$158.80	\$53,198.00
Designer/CADD Tech	41	\$87.00	\$3,567.00
Survey Crew Chief			
Survey Crew Member			
Inspector 1	900	\$108.25	\$97,425.00
Inspector 2	90	\$100.50	\$9,045.00
Administrative	12	\$74.00	\$888.00
User Defined			
	1468	<b>Subtotal</b>	<b>\$179,152.60</b>

<b>DIRECT EXPENSES</b>	<b>Amount</b>
Subconsultants:	
Printing And Reproduction:	\$100.00
Mileage/Travel:	\$4,861.35
Lodging/Meals:	
Other Miscellaneous Costs:	\$26,474.00
	<b>Subtotal</b>
	<b>\$31,435.35</b>

<b>TOTAL PROJECT COSTS</b>	<b>Amount</b>
Labor Costs	\$179,152.60
Direct Expenses	\$31,435.35
	<b>TOTAL COST</b>
	<b>\$210,587.95</b>



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15f.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Finance Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Update Bank Authorization List-Adding First National Bank of Omaha

SYNOPSIS/BACKGROUND:

The City has relationships with multiple banks for business purposes. This resolution updates the list of banks to include FNBO, which has a presence in Bellevue at 2008 Pratt Ave, Bellevue, NE 68123. Approving this resolution will authorize the Treasurer and the Mayor to be the authorized signers and complete and sign documents in the regular course of business including, but not limited to, opening accounts at the banks listed.

FISCAL IMPACT: n/a BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution 2022-36 authorizing the Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s).

ATTACHMENTS:

1. Resolution 2022-36 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer*  
*[Signature]*  
*[Signature]*

**RESOLUTION No. 2022-36**

WHEREAS, the financial institutions listed below are designated as depositories for the funds of the City of Bellevue and to provide other financial accommodations for the City,

Access Bank

Wells Fargo Bank

American National Bank

West Gate Bank

Bank of Oklahoma

Westside State Bank

Two Rivers Bank

Nebraska Public Agency Investment Trust (NPAIT)

**First National Bank of Omaha (FNBO)**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, that the following officers of the City of Bellevue are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the City of Bellevue; to open any deposit or account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution.

Rusty Hike, Mayor

Rich Severson, Treasurer & Finance Director

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to certify to each financial institution that such authority has been designated.

Passed and approved this 1<sup>st</sup> Day of November, 2022

---

Mayor

ATTEST:

---

City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Ashley Decker, HR Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) to include a recently reinstated position in to the Collective Bargaining Agreement.

SYNOPSIS/BACKGROUND:

The Permits and Inspections department has recently reinstated their P&I Office Manager position. As such, the attached Memorandum of Understanding is to formally add the position, and the wage range for the position, to the current Collective Bargaining Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and BPMA

CONTRACT EFFECTIVE DATE: 10/01/2021  CONTRACT TERM: 4  CONTRACT END DATE: 09/30/2025

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the MOU with the Bellevue Professional Management Association (BPMA) for the term October 1, 2021 through September 30, 2025.

ATTACHMENTS:

1. MOU between City and BPMA	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer-Roblin*  
*[Signature]*  
*[Signature]*

## MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent reinstatement of a position. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B nor the wage scale listed in Appendix C of the Agreement and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. Article 1 (Union Recognition), Section 1 of the Agreement states: “The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.”
3. Article 1 (Union Recognition), Section 2 of the Agreement states:

“Excluded from the above referenced bargaining unit are any employees

  - who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
  - who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
  - who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining.”
4. Article 1 (Union Recognition), Section 3 of the Agreement states: “Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.”
5. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent reinstatement of a position.

6. The parties agree that Appendix B, Job Classification of the Agreement, shall incorporate the following job classifications:

## **APPENDIX B JOB CLASSIFICATION**

Administrative Assistant/Secretary  
Assistant Library Director  
Assistant Planning Manager  
Assistant Recreation Superintendent  
Business Manager  
Chief Building Official  
Civilian Community Policing/Community Relations  
Coordinator  
Code Enforcement Supervisor  
Communications Systems Coordinator  
Deputy City Clerk  
Fabrication Supervisor  
Fleet Maintenance Foreman  
Fleet Maintenance Superintendent  
Foreman II - Building Maintenance  
Foreman II - Parks  
Foreman II - Streets  
Foreman II - Wastewater  
Human Services Manager  
Intelligence Analyst  
Librarian II  
Permits and Inspections Office Manager  
Public Works Engineer I  
Purchasing Agent  
Records Unit Supervisor  
Streets Superintendent  
Traffic Sign/Signal Supervisor  
Wastewater and Solid Waste Superintendent

7. The parties hereby agree that Appendix C, Wage Scale of the Agreement, shall incorporate the following job classifications and pay ranges:

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		20.01	20.79	21.59	22.43	23.30	24.20	25.14	26.12	27.14	28.20
Assistant Library Director		30.26	31.38	32.53	33.72	34.96	36.23	37.56	38.93	40.36	41.83
Assistant Planning Manager		30.59	31.77	33.00	34.27	35.59	36.95	38.38	39.86	41.40	42.98
Assistant Recreation Superintendent		26.96	27.93	28.93	29.97	31.04	32.15	33.30	34.50	35.73	37.00
Business Manager		26.39	27.48	28.61	29.79	31.02	32.29	33.62	35.01	36.44	37.94
Chief Building Official		35.87	37.16	38.48	39.86	41.29	42.77	44.30	45.88	47.52	49.22
Civilian Community Policing/Community Relations Coordinator		22.53	23.49	24.49	25.54	26.63	27.77	28.96	30.19	31.48	32.83
Code Enforcement Supervisor		30.99	32.12	33.29	34.51	35.77	37.08	38.43	39.84	41.30	42.80
Communications Systems Coordinator		28.13	29.23	30.39	31.58	32.82	34.11	35.45	36.83	38.28	39.79
Deputy City Clerk		23.86	24.84	25.86	26.92	28.03	29.18	30.39	31.64	32.95	34.31
Fabrication Supervisor		16.71	17.66	18.67	19.73	20.85	22.04	23.30	24.62	26.03	27.53
Facility Maintenance Superintendent		33.29	34.59	35.93	37.33	38.78	40.29	41.85	43.47	45.17	46.92
Fleet Maintenance Foreman		25.02	25.98	26.98	28.02	29.10	30.22	31.39	32.59	33.84	35.13
Fleet Maintenance Superintendent		33.13	34.40	35.72	37.09	38.52	39.99	41.53	43.13	44.78	46.50
Foreman II - Building Maintenance		26.08	27.11	28.18	29.29	30.46	31.66	32.92	34.22	35.58	37.00
Foreman II - Parks		24.69	25.70	26.75	27.85	28.99	30.17	31.41	32.69	34.03	35.45
Foreman II - Streets		28.41	29.44	30.51	31.62	32.77	33.97	35.20	36.49	37.81	39.19
Foreman II - Wastewater		26.92	28.09	29.31	30.59	31.92	33.30	34.75	36.26	37.83	39.45
Human Services Manager		27.23	28.36	29.52	30.73	32.00	33.31	34.68	36.11	37.59	39.12
Intelligence Analyst		27.80	28.78	29.81	30.88	31.98	33.12	34.30	35.53	36.79	38.12
Librarian II		27.93	29.03	30.17	31.37	32.60	33.88	35.22	36.61	38.05	39.55
Permits and Inspections Office Manager		28.03	28.99	29.98	31.01	32.07	33.17	34.30	35.48	36.69	37.94
Public Works Engineer I		30.20	31.33	32.51	33.72	34.99	36.29	37.65	39.06	40.51	42.01
Purchasing Agent		29.19	30.30	31.46	32.66	33.90	35.20	36.55	37.94	39.39	40.89
Records Unit Supervisor		22.29	23.21	24.15	25.14	26.17	27.24	28.37	29.53	30.74	32.02
Streets Superintendent		32.93	34.12	35.36	36.65	37.98	39.37	40.80	42.29	43.83	45.42
Traffic Sign/Signal Supervisor		25.64	26.60	27.59	28.62	29.69	30.80	31.96	33.15	34.38	35.65
Wastewater and Solid Waste Superintendent		38.35	39.73	41.16	42.64	44.18	45.77	47.42	49.12	50.89	52.73

*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*

City of Bellevue, Nebraska  
Association

Bellevue Professional Management

By: \_\_\_\_\_  
Mayor Rusty Hike

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

Approved by the Bellevue City Council on this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Capt. Tim Melvin BPD	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve quote from Cellebrite Inc. for Cell Phone Forensic Software License

SYNOPSIS/BACKGROUND:

The Bellevue Police Department's Cyber-Crimes Lab needs to update it's software for doing data extractions from cell phones that are in evidence. We do numerous phone extractions a week after obtaining search warrants for the device. The technology is always changing and our current software licenses are out of date.

FISCAL IMPACT: 15000.00 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approved purchase of Cell Phone Forensic Software License.

ATTACHMENTS:

1. Quote from Cellbrite	2. <input type="checkbox"/>	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Blue Robin*  
*[Signature]*  
*[Signature]*

# Cellebrite, Inc.

7 Campus Drive  
Suite 210  
Parsippany NJ 07054  
United States  
Tel: +1 201 848 8552  
Fax: +1 201 848 9982  
Tax ID #: 22-3770059  
DUN #: 033095568



# Cellebrite

Digital intelligence  
for a safer world

**Invoice**  
Invoice #: INVUS246074  
Date: 10/1/2022  
Sales Order #SOUS90708

### Bill To

Bellevue Police Department (NE)  
1510 Wall Street  
Bellevue Nebraska 68005  
United States

Robert Page  
4029172180

### Ship To

Robert Page  
Bellevue Police Department (NE)  
1510 Wall Street  
Bellevue NE 68005  
United States

Robert Page  
4029172180

**End Customer:** Bellevue Police Department (NE)

Fulfillment #ITF151726

PO #	Shipping Method	Ship Date	Terms	Freight term	Currency
PO SIGNED QUOTE	UPS	08/22/2022	Net 30	DAP	USD

Item	Quantity	Period Start Date	Period End Date	Unit Price	Ext. Price
<b>U-AIS-02-134</b> Premium SaaS 35 Unlocks and Unlimited Extraction Annual Subscription	1	08/23/2022	08/29/2023	8,401.70	8,401.70
<b>U-AIS-02-105</b> Cellebrite Premium Adapter	1			848.66	848.66
<b>F-KAS-00-001</b> UFED Dongle Kit	1			63.65	63.65
<b>S-UFD-15-100</b> Physical Extraction Subscription	1	08/23/2022	08/16/2023	3,055.16	3,055.16
<b>S-UFD-15-098</b> Physical Analyzer Subscription	1	08/23/2022	08/22/2023	2,121.64	2,121.64
<b>F-UFD-05-003</b> UFED 4PC HW Kit	1			509.19	509.19

**Subtotal** \$15,000.00

**Total** \$15,000.00

**Amount Due** \$15,000.00

Item	Serial Numbers
<b>U-AIS-02-105</b> Cellebrite Premium Adapter	8606193
<b>F-KAS-00-001</b> UFED Dongle Kit	493259199

# Cellebrite, Inc.

7 Campus Drive  
Suite 210  
Parsippany NJ 07054  
United States  
Tel: +1 201 848 8552  
Fax: +1 201 848 9982  
Tax ID #: 22-3770059  
DUN #: 033095568



# Cellebrite

Digital intelligence  
for a safer world

**Invoice**  
Invoice #: INVUS246074  
Date: 10/1/2022  
Sales Order #SOUS90708

Item	Serial Numbers
<b>S-UFD-15-100</b> Physical Extraction Subscription	
<b>S-UFD-15-098</b> Physical Analyzer Subscription	
<b>F-UFD-05-003</b> UFED 4PC HW Kit	22121600313

Order Creator: Lisa Lang

Click [here](#) to process with Credit Card payment.

-Freight Terms: DAP

Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days

-Quote is subjected to regulation approval

-General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>

-EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

-Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>

-Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>

-Pathfinder: <https://legal.cellebrite.com/AE-Addendum.html>

-Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply

to a given purchase order. Bank:

JPMORGAN CHASE BANK, NEW YORK, NA

4 NEW YORK PLAZA FLOOR 15

NEW YORK, NY, 10004

Account Number: 761020590

ABA : 021000021

SWIFT: CHASUS33

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Chief Perry Guido		Fire Department	
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Affiliation Agreement with Nebraska Medicine

SYNOPSIS/BACKGROUND:

This is an updated affiliation agreement with Nebraska medicine campuses to allow our providers to work clinically at Nebraska Medicine locations for educational purposes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE: 11-1-22  END DATE: 10-31-25  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve agreement

ATTACHMENTS:

1. Affiliation Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



**NEBRASKA MEDICINE  
TRAINING AFFILIATION AGREEMENT**

This Training Affiliation Agreement (“Agreement”) is made and entered into as of September \_\_\_\_, 2022 (“Effective Date”), by and between The Nebraska Medical Center, a Nebraska non-profit corporation, (“TNMC”), UNMC Physicians, a Nebraska non-profit corporation (“UNMCP”), Bellevue Medical Center, LLC, a Nebraska limited liability company (“BMC”) (hereinafter collectively referred to as “Nebraska Medicine”), and the City of Bellevue, Nebraska on behalf of the Bellevue Fire Department (“Bellevue Fire Department”).

**RECITALS**

WHEREAS, the Bellevue Fire Department employs Firefighter Paramedics (“Paramedics”) who are currently licensed as EMT-Paramedics by the State of Nebraska;

WHEREAS, the Bellevue Fire Department desires to partner with Nebraska Medicine to provide an opportunity for its Paramedics to maintain skill proficiency as allowed by 172 NAC 11-007.01;

WHEREAS, Nebraska Medicine is willing to provide supervision of Paramedics during such proficiency training, and will provide access to and use of its clinical facilities, supervision, and guidance to the Paramedics as mutually agreed to by the Parties; and

WHEREAS, Nebraska Medicine and the Bellevue Fire Department wish and intend by this Agreement to set forth the terms and conditions, procedures, and guidelines related to the proficiency training by the Paramedics at Nebraska Medicine’s facilities (the “Facilities”).

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **Responsibilities of the Bellevue Fire Department.**

- a. **Licensure.** All Paramedics receiving proficiency training under this Agreement shall hold a current and valid EMT-Paramedic license by the State of Nebraska. All procedures and skills performed by Paramedics at the Facilities shall be within the scope of the EMT-Paramedic license.
- b. **Insurance.** During the term of this Agreement, the Bellevue Fire Department shall maintain, at its own expense, general and professional liability insurance (or self-insurance coverage to be approved by Nebraska Medicine) in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering negligent acts, errors, or omissions of Paramedics and other Bellevue Fire Department employees who perform any work, duties, or obligations in connection with this Agreement.
- c. **Patient Care.** Paramedics shall not interfere with the care and treatment of patients at Facilities. The Bellevue Fire Department shall require all Paramedics to adhere to

Nebraska Medicine's rules, regulations, policies, and procedures while participating in the proficiency training.

- d. **Clinical Coordinator.** The Bellevue Fire Department agrees to designate a coordinator for the proficiency training, who shall be responsible for the coordination of Paramedics under this Agreement. The clinical coordinator shall establish and maintain the goals and objectives of the training and complete any documentation and evaluations. The clinical coordinator shall also ensure Paramedics do not practice outside the scope of their EMT-Paramedic license.
- e. **Immunizations and Health.** The Bellevue Fire Department shall comply with Nebraska Medicine's standards regarding health and immunization status as set forth in the Attestation Form (Exhibit A). The Bellevue Fire Department and Paramedics shall provide Nebraska Medicine with relevant health and immunization status as requested. The Bellevue Fire Department shall advise Nebraska Medicine of any known relevant health information concerning any Paramedic and obtain written authorization from the Paramedic for release of such information. The Bellevue Fire Department shall provide Nebraska Medicine with written documentation of the Paramedics health status and immunizations immediately upon request.
- f. **Criminal Background Checks.** A criminal background check is required of each Paramedic prior to beginning their proficiency training at Nebraska Medicine as set forth in Exhibit A. Nebraska Medicine maintains the authority to refuse to accept any individual Paramedic on the basis of prior convictions.
- g. **Drug Test.** The Bellevue Fire Department shall provide Nebraska Medicine with proof of Paramedics' successful completion of Standard 10 Panel drug screening test prior to beginning their proficiency training.
- h. **CDC/OSHA.** The Bellevue Fire Department will instruct Paramedics in Universal Precautions as defined by the Centers for Disease Control (CDC) and have OSHA in-service documentation. These records will be provided to Nebraska Medicine upon request.
- i. **HIPAA Training.** The Bellevue Fire Department will instruct Paramedics on HIPAA compliance and patient privacy and maintain documentation of each Paramedic's completion of such training. All Paramedics shall sign and provide to Nebraska Medicine the Participant Statement of Responsibility and Confidentiality Agreement (Exhibit B) prior to starting proficiency training.

## 2. Responsibilities of Nebraska Medicine.

- a. **Environment.** Nebraska Medicine will provide a suitable environment at Facilities for such proficiency training.



6. **Independent Contractors.** Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership, or a joint venture relationship among Nebraska Medicine, the Bellevue Fire Department, and Paramedics. Paramedics and the Bellevue Fire Department shall act as independent contractors, with no claim under this Agreement against Nebraska Medicine or their Facilities for employee benefits, workers' compensation coverage, or payment of taxes.

7. **Use of Marks.** The Bellevue Fire Department's use of any trademarks, tradenames, service marks, insignia, slogans, emblems, symbols, designs or other identifying characteristics owned by or associated with Nebraska Medicine, UNMC Physicians, Bellevue Medical Center or The Nebraska Medical Center or any other Nebraska Medicine affiliate (collectively, "Nebraska Medicine Marks") is at all times subject to the prior written consent and approval of Nebraska Medicine. The use of any Nebraska Medicine Marks in any signs, advertising, or other promotional material is subject to the written approval and consent of Nebraska Medicine. If the Bellevue Fire Department is permitted to use any Nebraska Medicine Mark, the Bellevue Fire Department will take all actions which are necessary to maintain Nebraska Medicine and its affiliates' good will and reputation, and will cease using Nebraska Medicine Marks immediately upon written demand by Nebraska Medicine.

8. **Right to Audit.** Nebraska Medicine has the right to audit and verify that the Bellevue Fire Department is maintaining employee health, background and training records as required by this Agreement.

9. **Indemnification.** To the extent provided by law, each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, demands, causes of action, liabilities, and responsibilities arising out of or in any way connected with any act or omission of such party and their respective employees, directors, faculty, students, or agents which arises out of the performance of this Agreement.

10. **HIPAA.** The parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and in accordance with all applicable federal, state, and local statutes, regulations, and policies regarding the confidentiality of patient health information. Parties agree that Paramedics shall be considered as members of Nebraska Medicine's workforces solely for HIPAA purposes. Paramedics may access, use, and disclose protected health information of Nebraska Medicine, or their patients only as permitted under Nebraska Medicine's HIPAA policies, and shall be subject to sanction, including exclusion from Nebraska Medicine and their Facilities, upon violation.

11. **No Third-Party Beneficiaries.** This Agreement is not a third-party beneficiary contract and confers no rights upon the employees of the parties.

12. **The Joint Commission.** Nebraska Medicine, the Bellevue Fire Department and Paramedics shall comply with all regulations of The Joint Commission relating to the Paramedics' involvement with Nebraska Medicine, and their Facilities, an organization accredited by The Joint Commission.

13. **Non-Discrimination**. In performing their respective obligations pursuant to this Agreement, neither party shall discriminate against any patient, student, or employee on the basis of age, sex, sexual orientation, race, creed, color, national origin, religion, disability, health status, ability to pay or participation in a prepaid health care plan, publicly funded plan, or any other health insurance carrier.

14. **Notices**. Any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to Bellevue Fire Department: Bellevue Fire Department \_\_\_\_\_  
211 W 22<sup>nd</sup> Ave \_\_\_\_\_  
Bellevue, NE 68005 \_\_\_\_\_  
\_\_\_\_\_

If to Nebraska Medicine: Nebraska Medicine  
Attn: Dr. Kelly Caverzagie  
986430 Nebraska Medical Center  
Omaha, NE 68198-6430

With a copy to: The Nebraska Medical Center  
Attn: Legal Services  
988176 Nebraska Medical Center  
Omaha, NE 68198-8176

15. **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any disputes arising hereunder.

16. **Assignment**. This Agreement and the duties and responsibilities contained herein shall not be assigned or transferred by either Party, except that TNMC, UNMCP, and/or BMC may assign or transfer this Agreement to its successor or any entity owning, owned by, or under common control with it.

17. **Entire Agreement; Amendment**. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment must be made in writing and agreed to by all parties.

18. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file (or similar format however designated), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

**[Signatures Appear on Next Page]**

**IN WITNESS HEREOF**, the parties have executed this Agreement as of the date first above written.

**On behalf of:**  
**The Nebraska Medical Center,**  
**Bellevue Medical Center, and**  
**UNMC Physicians**

**On behalf of:**  
**City of Bellevue**  
**Bellevue Fire Department**

By: \_\_\_\_\_  
Cory Shaw, Executive Vice President -  
Chief Operating Officer, Nebraska Medicine

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Rusty Hike  
Mayor of Bellevue

**Approved:** \_\_\_\_\_  
Kelly Caverzagie, MD  
VP of Education, Nebraska Medicine

**Exhibit A**  
**Attestation Form**

The Bellevue Fire Department shall attach a list of Paramedics and complete the information below for each Paramedic prior to their first training experience at Nebraska Medicine.

1. The Bellevue Fire Department affirms each Paramedic on the attached list has completed the following health screenings or documented health status:
  - a. Tuberculin skin test within the past 12 months of documentation as a previous positive reactor or a chest x-ray within the past 12 months
  - b. Proof of Measles (Rubeola) and Rubella immunity by positive antibody titers or 2 doses of MMR
  - c. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization
  - d. Proof of Hepatitis B immunization or completion of a certificate of declination of vaccine, if patient contact is anticipated
  - e. Fully vaccinated for COVID-19
  - f. Negative drug screen, as indicated by the Standard 10 Panel
  
2. The Bellevue Fire Department has conducted a retrospective background check of all Paramedics training at Nebraska Medicine. Unless Nebraska Medicine is notified in writing, all background checks will be presumed to have resulted in no adverse findings. The background check shall include the following:
  - a. Social Security Number Verification
  - b. Criminal History Investigation (7 years)
  - c. Sexual Offender Registry/Predator Registry
  - d. Positive Identification National Locator with previous address
  - e. Maiden and AKA Name Search
  - f. National Wants & Warrants Submission
  - g. Sanction Check- National Healthcare Data Bank (NHDB)
  - h. Misconduct Registry Search
  - i. Officer of Inspector General Sanctions (OIG)
  - j. Excluded Parties Listing System (GSA EPLS) / SAM
  - k. Adult and Child Abuse Registry
  
3. The Bellevue Fire Department is responsible for providing program instruction to include:
  - a. Injury and illness prevention
  - b. CPR for healthcare providers
  - c. Confidentiality (Patient Rights)
  - d. Dress Code
  - e. Universal Precautions
  - f. Needle Safety
  - g. HIPAA training
  - h. TB training

On behalf of the Bellevue Fire Department, I certify that all Paramedics participating in proficiency training at Nebraska Medicine have completed these requirements and that supporting documentation for verification purposes is maintained with the Bellevue Fire Department.

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

\_\_\_\_\_ (printed name/title)

**(ATTACH LIST OF PARAMEDICS)**

**Exhibit B**  
**Participant Statement of Responsibility and Confidentiality Agreement**

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

Institution: Bellevue Fire Department

For and in consideration of the benefits provided to me in the form of experience in the evaluation and treatment of patients of Nebraska Medicine, I do hereby agree to assume all risks of, and be solely responsible for, any injury or loss sustained while participating in proficiency training at Nebraska Medicine's Facilities unless such injury or loss arises solely out of Nebraska Medicine's gross negligence or willful misconduct.

I acknowledge my responsibilities under applicable state and federal laws and the Training Affiliation Agreement between Nebraska Medicine and the Bellevue Fire Department to keep confidential any information regarding Nebraska Medicine and their patients. I agree not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agree not to reveal to any third party any confidential information of Nebraska Medicine or their patients, except as required by law or as authorized by Nebraska Medicine.

I understand and agree that all Nebraska Medicine computer access and network accounts provided for me are to be used solely by me and not to be shared with, made available for, or used by anyone else. I further agree not to access any user account for which I do not have authorized use. I understand that the information contained in the patient management systems and employee management systems is confidential and that accessing that information for personal use or allowing another person to access such information or to divulge such information, particularly confidential patient information, is cause for disciplinary action up to and including termination of employment, contract, and/or dismissal from the training program at Nebraska Medicine.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Captain Tim Melvin	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Upgrade QueTel Evidence Software and purchase mobile scanner

SYNOPSIS/BACKGROUND:

We currently use QueTel 6 Evidence Software for inventory control of all the evidence that BPD maintains. It is stored on a server we have here, but is not going to be supported much longer due to QueTel 7 being cloud based. Purchasing the upgrade will allow officers to log in digital evidence from their mobile data terminals and cell phones which we currently cannot do. The handheld scanner is needed by the evidence technicians to scan barcodes on evidence items during inventory, disposal, and removal.

FISCAL IMPACT: 16299.00 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-20 ACCOUNT NUMBER: 6451

RECOMMENDATION:

Approved software and scanner purchase.

ATTACHMENTS:

- Quote from Vendor
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. R. Rollin*  
*[Signature]*  
*[Signature]*



Omnigo Software, LLC  
 10430 Baur Blvd.  
 Saint Louis, MO 63132 US  
 www.Omnigo.com  
 Phone: (800) 814-4843

**Prepared By:**  
**Preparer Email:**  
**Quote Number:**  
**Created Date:**  
**Offer Valid Through:**  
**Subscription Term (Months):**  
**Subscription Start Date:**

Paul Clark  
 paul.clark@omnigo.com  
 Q-28137-1  
 7/20/2022 8:37 AM  
 11/1/2022  
 12

**Bill To**  
 Bellevue Police Department (NE)  
 Matt Hoffman  
 matt.hoffman@bellevue.net  
 1510 Wall Street  
 Bellevue, Nebraska 68005  
 United States

**Ship To**  
 Bellevue Police Department (NE)  
 1510 Wall Street  
 Bellevue, Nebraska 68005  
 United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
QueTel Digital Evidence - Cloud storage (past 1 TB)	Additional file storage in Azure cloud	2.00	\$1,198.00	\$1,200.00
On Prem to SaaS Data Migration	On Prem to SaaS Data Migration	1.0	\$7,500.00	\$7,500.00
Traq6 to Traq7 Migration - On-prem to Cloud		1.0	\$5,000.00	\$5,300.00
PANASONIC FZ-N1 Mobile Scanner	Includes FZ-VCBN11U - Charging Cradle -FZ-VCBN1373AM - AC Adapter -FZ-VSTN11BU - Hand strap *Includes complimentary belt holster	1.0	\$2,599.00	\$2,299.00
			\$16,297.00	\$16,299.00

\*Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: [www.omnigo.com/master-subscription-agreement](http://www.omnigo.com/master-subscription-agreement) or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

<b>Signature:</b>	_____	<b>Signature Date:</b>	_____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>Is a PO required for purchase?</b>	_____	<b>PO Number, if issued:</b>	_____

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
11/01/2022

COUNCIL MEETING DATE: 10/25/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Contract to Purchase Professional Services from HDR for grant application

SYNOPSIS/BACKGROUND:

Contract for Professional Services. The attached scope of services has been provided by HDR to assist in the application to receive grant funding from the SMART Cities grant fund. This grant will provide resources to create a Singal System Master Plan. With the City of Bellevue soon to have city wide fiber access the ability to more actively and efficently to operate and control all signalized interesection will be possible. By applying for this grant the city coordinate signalized interests with public safety agencies and emergency organizations.

FISCAL IMPACT: 26,751 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Purchase of Professional Service

CONTRACT EFFECTIVE DATE: 10/25/2022 CONTRACT TERM: 03/31/2023 CONTRACT END DATE: 03/03/2023

PROJECT NAME: Signal Master Plan Grant Application

START DATE: 11/01/2022 END DATE: 03/31/2023 PAYMENT DATE: 03/31/2023 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Signal Master Plan Grant CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: 7130 ACCOUNT NUMBER: 10-15-7130

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with HDR to assist with the application for a grant to develop a Master Plan for all signalized interesection within the City of Bellevue.

ATTACHMENTS:

1. Contract Scope of Service
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*



# FY 2022 SMART Planning Grant Application for the creation of a Signal System Master Plan

## Scope of Work

### Task 1. Project Management

HDR initial meeting with the City of Bellevue to discuss the SMART Grant program will be considered the kickoff meeting and NTP based on the application deadline.

HDR and Bellevue will review the USDOT's SMART guidelines, assess how well the project meets the program's criteria, and discuss the overall strategy that will result in a strong application. This includes thinking about the size of the grant request and local match, staging of internal approvals, and outlining potential stakeholders (e.g., Congressional delegation, local decision-makers, and other stakeholders) who can provide support letters.

This task includes weekly conference calls to coordinate tasks related to preparing the application. It also includes developing a milestone schedule and invoicing.

### Task 2. Data Collection

Initial data needs will be discussed during the kick-off meeting. It is assumed that Bellevue will provide background and relevant information for the application narrative. A partial list of data needs is below. Additional data needs may be identified as the application is developing. Should additional data be needed, HDR will work with Bellevue to clarify what data is needed and agree on how to generate it.

- Description of the project history, ownership, existing inventory, and existing capability of the signal systems.
- Studies, plans, and/or inspections completed to date on the Project
- Plans for the surrounding area adjacent to the structure that would affect use or demand (vehicular, land use, trails, zoning, development plans, MAPA Travel Model Forecasts, etc.)
- Photos of corridor that illustrate conditions the grant funds are seeking to correct.
- Information on Bellevue's operations, maintenance, and asset management for the signal system inventory.
- Information on funding and cost share.
- Resumes and organizational charts for the project manager and team.

### Task 3. Application Preparation

HDR will work with Bellevue to develop content for the required application documents following the provided outline from the SMART FY22 Notice of Funding Opportunity. This will include project alignment with the provided merit and outcome criteria in consideration of the scoring rubric and priority goals of USDOT. HDR will provide technical writing and review services, cost estimating, and graphics for the application documents.

The narrative will be presented in a design template tailored to Bellevue's brand and project. HDR will structure the narrative to be reader friendly and graphical so that the project's strengths with key themes are easily interpreted by the reviewers. HDR will develop two to four maps, graphics and/or charts to support the narrative.

## Project Description



HDR will work with Bellevue to clearly define the project elements and confirm that the project will meet the USDOT's merit criteria. The project description also includes a detailed statement of work, schedule, and budget.

#### **Project Cost, Funding, and Budget**

The SMART Grant application requires a breakdown of the planning project's budget that includes project costs, sources of funds identified for the project other than the SMART grant, and a breakdown of how each source of funds will be spent and how each funding source will share in each major project activity, presented in dollars and percentages. HDR will work with Bellevue to align budget and funding requests with USDOT requirements.

#### **Project Outcome Criteria**

HDR will strategize with Bellevue to develop supporting data and narrative for each of the outcome criteria. These include alignment of the project with SMART program goals, developing a project description, creating a project schedule for the planning grant and the post-planning bridge project, producing a planning project budget, and planning priority consideration.

#### **Project Readiness/Risk**

HDR will work with client staff to identify the material risks to the project and strategies to mitigate those risks.

#### **Mandatory Forms**

- Project Narrative. This is a required Excel file with basic project information. Often, this is copied into the narrative document as the cover page.
- SF 424 (Application for Federal Assistance). It is recommended to fill out the form in the pdf version and transfer the information to the online form when the application documents are uploaded.
- SF 424A (Budget Information for Non-Construction Programs)
- SF 424B (Assurances for Non-Construction Programs)
- SF LLL (Disclosure of Lobbying Activities). It is recommended to fill out the form in the pdf version and transfer the information to the online form when the application documents are uploaded.

#### **Letters of Commitment**

HDR will provide a sample letter of commitment for Bellevue to execute and provide to stakeholders.

#### **Final Documents**

HDR will perform quality control, technical review, and technical editing for the application documents. Required forms will be checked for completeness, and documents will be labeled to meet USDOT requirements. HDR will assemble and transmit the documents for Bellevue to upload to grants.gov. By the Friday before the due date of the application, HDR will provide electronic files for the application documents and supporting documentation.



## Task 4.

### Assumptions

- Bellevue will provide existing condition data available data to HDR and work with HDR to collect additional data as identified.
- Bellevue will prepare a letter of commitment for the project to be signed by City Leadership and seek commitment letters from critical project stakeholders
- Bellevue will be responsible for obtaining a grants.gov credentials and account.
- Bellevue will upload the application documents to the grants.gov website.

### Deliverables

- Work plan and schedule for application preparation
- Completed FY 2022 Smart Grant Application documents:
  - Narrative and Supporting Appendices
    - Detailed Statement of Work, Schedule, and Cost Estimate
    - Letter of commitment template

### Schedule

HDR will perform the work on a continuing basis through the grant application deadline of November 18, 2022, with the period of performance ending on November 17, 2022, to allow for any needed closeout activities. Milestones include:

- Notice to Proceed (NTP) on or before October 24, 2022
- Final Application Documents: November 15, 2022
- Upload to grants.gov: November 17, 2022
- Application deadline: November 18, 2022

### Fee

HDR will complete the work for a not to exceed amount of \$26,751.

### Confidentiality

HDR staff assigned to this project will maintain confidentiality with Bellevue, including all materials, information, and work products developed.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
11/01/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Contract to Purchase Professional Services Midwest Right of Way Services Inc. to evaluate potential property for purchase to construct a Public Works Facility.

SYNOPSIS/BACKGROUND:

Contract for Professional Services. The attached scope of services that has been provided by Midwest Right of Way Services Inc. to evaluate properties for the potential development of a Public Works Facility within the City of Bellevue, Nebraska.

FISCAL IMPACT: 10,475.00 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES  COUNTER-PARTY: Midwest Right of Way Services Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Purchase of Professional Service

CONTRACT EFFECTIVE DATE: 11/01/2022 CONTRACT TERM: 12/31/2022 CONTRACT END DATE: 12/31/2022

PROJECT NAME: Public Works Facility Property Evaluation

START DATE: 11/01/2022 END DATE: 12/31/2022 PAYMENT DATE: 12/31/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Public Works Facility CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6034 ACCOUNT NUMBER: 10-10-6034

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with Midwest Right of Way Services Inc. to evaluate potential properties for purchase to allow for the construction of a Public Works Facility within the City of Bellevue, Nebraska.

ATTACHMENTS:

1. Contract Scope of Service 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

# MIDWEST

Right of Way Services, Inc.

[www.midwestrow.com](http://www.midwestrow.com)

October 26, 2022

Doug Clark.  
Public Works Director  
City of Bellevue, Nebraska  
1510 Wall Street  
Bellevue, NE 68005

RE: Proposal for Right of Way Services  
City of Bellevue, Nebraska  
Future Public Works Site – Property Acquisition

Dear Mr. Clark:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above-referenced project in Sarpy County, Nebraska.

## ***CONSULTANT AND KEY PERSONNEL***

***Consultant-*** Midwest Right of Way Services  
13425 “A” Street  
Omaha, Nebraska 68144  
(402) 955-2900

***Key Personnel-*** John E. Borgmeyer, Vice President  
Maria Rodriguez, Project Manager

## ***PROJECT UNDERSTANDING***

This project involves the acquisition of four properties to develop a new City of Bellevue Public Works Site in Bellevue, Nebraska. The project will require the purchase of four parcels of land from one property owner. The site will require roughly 60 acres of land to build the new facilities.

## ***PROJECT MANAGEMENT***

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the acquisition process will be the responsibility of the project manager.

### ***TITLE RESEARCH***

A title search will be performed on the properties to determine fee ownership and liens and encumbrances which affect the title. Nebraska Title Company will provide the title reports for use in preparing the necessary right of way documents. The cost of the title reports will be passed through to the City of Bellevue without any markup by the consultant.

### ***APPRAISAL REPORT***

This task involves preparation of one (1) appraisal report which will provide a value for the properties to be acquired. Giff Property Services will prepare the appraisal for this project. Several of Giff Property Services staff members are approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects.

### ***ACQUISITION***

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. During our initial meeting with the owner our agent will prepare all documents, present and explain the offer, answer all acquisition-related questions. We will secure signatures from all interested parties through negotiations. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all contacts made.

If necessary, a recommendation for a negotiated settlement will be made to the City of Bellevue. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of Bellevue and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

---

### ***ECONOMIC EQUITY AND INCLUSION PROGRAM***

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

### ***SMALL EMERGING BUSINESS TIER II***

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

### ***VETERAN-OWNED BUSINESS***

Midwest Right of Way Services is a veteran-owned business.

## ***TEAM MEMBERS***

*Jack Borgmeyer, SR/WA, R/W-RAC, is President of Midwest Right of Way Services, Inc. He is qualified to complete all aspects of the right of way process. He has over 35 years of experience relating to real estate and right of way. His experience includes right of way title searches, land and easement acquisition, relocation, condemnation testimony, and project management.*

*John Borgmeyer, RWA-GN, Right of Way Agent, is the Chief Operations Officer for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.*

*Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.*

*Maria Rodriguez, Right of Way Agent, has worked for Midwest Right of Way Services since October 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria speaks and writes the Spanish language fluently.*

*Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.*

*Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January of 2017. He has performed acquisition negotiations for sewer, roadway, water main, transmission line, and construction liaison projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.*

*Chris Wayne, SR/WA, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in May of 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.*

*Molly Frederickson, Administrative Assistant, is the newest member of our team beginning in January 2019. She provides administrative support and document preparation for Midwest Right of Way's acquisition and relocation agents. She has experience as a document specialist for a local law firm and has experience as an escrow assistant for a real estate title company.*

Doug Clark  
 City of Bellevue, Nebraska  
 October 26, 2022  
 Page 4

**PAYMENT FOR SERVICES**

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Service Rates</u>
Project Manager	\$ 150.00
Right of Way Agent/Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate	\$ 0.625 per mile

The maximum fees for each task will be as follows:

Task		Maximum Fee
Project Management	1 owner @ \$1,200.00 each	\$ 1,200.00
Title Reports – NE Title Co.	4 report @ \$200.00	\$ 800.00
Appraisal Report	\$3,500.00 @ 1 report	\$ 3,500.00
Acquisition Negotiations	1 owners @ \$3,750.00 each	\$ 3,750.00
Cost Estimate	1 report @ \$1,000.00 each	\$ 1,000.00
Document Prep. & Admin. Fees	3 hours @ \$75.00 each	\$ 225.00
<b>Total Maximum Fee</b>		<b>\$ 10,475.00</b>

\* Appraisal pricing is based on limited current information. If it is determined that a different type of appraisal is required there may be additional costs. Any such additional cost will be sent to the City for approval before any those costs are incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer  
 Vice President

**ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED**

Authorized Representative: City of Bellevue, Nebraska \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/02/2022		SUBMITTED BY: Chief Clary	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

First Amendment to the Tow Contracts for the City of Bellevue

SYNOPSIS/BACKGROUND:

The fees for towing were included in the contract from 2012. The fees are now in the Master Fee Schedule and are being removed from the contract.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Towing Contract

CONTRACT EFFECTIVE DATE: 11/02/2022 CONTRACT TERM: Open-Ended CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the First Amendment to the agreement between the City, Rogers Towing, and Autobody Authority Towing and Recovery.

ATTACHMENTS:

1. Autobody Authority T & R
2. Rogers Towing
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
AUTOBODY AUTHORITY TOWING & IMPOUND, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bellevue, Nebraska, a Political Subdivision (hereinafter referred to as "City") and Autobody Authority Towing & Impound, a Nebraska Corporation (hereinafter referred to as "Contractor").

WHEREAS, the Parties entered into a Agreement regarding towing services on or about the 1<sup>st</sup> day of January 2012 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Section V of the Agreement regarding Schedule of Rates and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the parties hereto that the Agreement shall be amended as follows:

**AGREEMENT AMENDMENT**

**V. SCHEDULE OF RATES**

- (1) Unless otherwise provided for in this Agreement, any rates or fees required for Services under this Agreement as agreed upon by the Parties, shall be those as set out and described in the City's Master Fee Schedule, Vehicle Impoundment Fees, as may be amended from time to time.
- (2) Oversized Vehicles:  
Due to the complexity involved with such vehicles, no requirement is placed upon the parties of the Agreement to provide towing service for oversize vehicles.
- (3) Extraordinary condition:  
Whenever such circumstances shall exist to prohibit the Contractor from towing a vehicle in the usual and customary fashion for towing such vehicle, upon authorization by the ranking Officer of the Bellevue Police Department at the site, the Contractor may utilize such additional personnel and equipment as shall be necessary to successfully accomplish the tow without undue damage to the Contractor's equipment or to the vehicle being removed. In such cases, the Contractor shall make a charge in addition to the standard fee for such vehicles, dependent upon the additional person or equipment required.
- (4) Dead Run (no tow):  
It is understood by and between the parties hereto that from time to time the Contractor will be dispatched to tow a vehicle in response to notification by the City and upon arrival, the service of the Contractor will not be needed. If the owner or legal custodian of the vehicle has claimed the vehicle as the tow truck arrives, the dead run will be verified by the Police

Officer at the scene. Once the vehicle to be towed has been attached to the tow vehicle, a dead run cannot be claimed and the vehicle will be towed to the appropriate impound lot.

IN WITNESS THEREOF, the Parties have executed this First Amendment to the Agreement between the City and Contractor as of the date written.

\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

\_\_\_\_\_  
Name: \_\_\_\_\_  
Autobody Authority Towing & Impound, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
ROGER'S TOWING**

THIS FIRST AMENDMENT TO THE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bellevue, Nebraska, a Political Subdivision (hereinafter referred to as "City") and Roger's Towing, a Nebraska Corporation (hereinafter referred to as "Contractor").

WHEREAS, the Parties entered into a Agreement regarding towing services on or about the 1<sup>st</sup> day of January 2012 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Section V of the Agreement regarding Schedule of Rates and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

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Officer at the scene. Once the vehicle to be towed has been attached to the tow vehicle, a dead run cannot be claimed and the vehicle will be towed to the appropriate impound lot.

IN WITNESS THEREOF, the Parties have executed this First Amendment to the Agreement between the City and Contractor as of the date written.

\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

\_\_\_\_\_  
Name: \_\_\_\_\_  
Roger's Towing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

APPROVED AS TO FORM:

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

Oct 27th, 2022

### **Administration**

- Waste Water Agency meetings monthly to review development plans.
- Twin Creek meeting to discuss FEMA results.
- Meeting with Holland Basham to discuss site development for project.
- United Cities monthly meeting
- Meeting with Black Hills Energy group to discuss future developments and community engagement.
- NC3 project – weekly development meeting.
- Planning session with ALLO for future entry into our market.
- Bellevue Food Pantry capital campaign.
- Meeting with citizen on Gregg Rd regarding traffic.
- Meeting with PW and Legal to discuss WW plans for future development.
- Meeting with Planning for redistricting proposals submitted by MAPA.
- Planning meeting with Chief Clary.
- Code Enforcement meeting
- Branding initiative meeting with Heartland Marketing.
- Insurance renewal meeting with city representatives and provider.
- Attended both the BPS Gals and BCF Tailgate party.
- Meeting with Holland Basham on conceptual renderings for project.
- Met with Twin Creek developer to review museum proposal.
- Met with Kathy Welch to discuss museum proposal and city/developer commitments to project.
- Met with a 3<sup>rd</sup> vendor to discuss Fiber options in our market.
- Meeting with developer to review and discuss Hwy 34 industrial development project.
- Meeting to discuss funding sources for future project.
- Attended Grow Sarpy Investor meeting.

### **Planning**

Steering Committee meeting for Affordable Housing Action Plan (Virtually)

Met with a developer on a multi-family housing project.

Several meetings re: NC3

Met with Bellevue University, HDR, and a developer on the Haworth updates

Attended Park Study meeting

Met with a land owner and developer about a commercial development

**Permits and Inspections**

Performed 856 Inspections

Issued 13 new permits for single family dwellings

**Code Enforcement**

Notices Issued -275

Red Tags –40

Clean ups – 13

Calls – 1,180

Towed Vehicles –2

Tree Removals – 3

**Communications**

Assisted in building a slide deck for the mayor's Forum

Worked with Abby on updates to the Fair Housing pages

Promoted and attended Fall Clean Up

Worked with AVI to get Ch 17 back up after a malfunction with the equipment

**Finance**

**(See Attached)**

**Public Works**

**Engineering**

- a. Completing annual major street overlay projects
- b. Training New Engineer 1 Employee
- c. Reviewing CIP for Possible Grant Opportunities
- d. Working on Development Plan Reviews
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Working with Planning on Olde Towne Street Scape

### **Facilities**

- a. Establishing Drinking Fountain at NRD Trailhead Twin Creek
- b. Completing Work closing splash pads
- c. Managing all repairs and improvements to all City buildings and facilities
- d. Assisting with Library Renovation Plans
- e. Working on Updates for the Bellevue Professional Building

### **Fleet Services**

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Preparing equipment for Winter
- c. Managing Public Works uniform Inventory

### **Parks**

- a. Finishing Sumer Park Maintenance
- b. Working with Bellevue University on Haworth Park
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Fall Recreations Programs

### **Streets**

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Repair Stormwater System under Harvell Road
- e. Preparing Snowplow Plan for this Winter

### **Wastewater**

- a. Finalizing details with Sarpy County Wastewater on System Development
- b. Training new Employees for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

**Public Works**

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area

**Police**

- 10/03 – Nebraska Highway Safety Luncheon
- 10/04 – City Council meeting
  - Civil Service Meeting
- 10/10 – Town Hall Meeting
- 10/11 – DEA Law Enforcement Leadership Meeting
- 10/13 – Justice Clearinghouse presentation
- 10/14 – 10/17 – International Association of Chiefs of Police meeting
- 10/18 – City Council meeting
- 10/19 – Officer Health and Wellness discussion with Dr. Biskup
- 10/20 – Des Moines Police Department Women’s Leadership Conference
- 10/25 – Neighborhood Watch meeting
- 10/27 – Bellevue Chamber of Commerce Mayor Forum
  - Sarpy County Chamber of Commerce Annual Awards Banquet

CITY OF BELLEVUE  
ADMINISTRATION REPORT

**Library**

- The library has received a new 20" ONYX Deskset HD CCTV (electronic video magnifier) at no cost through a partnership between the Nebraska Library Commission and the Nebraska Commission for the Blind and Visually Impaired (NCBVI). All public libraries in the state are receiving these devices to expand services to the visually impaired. The CCTV is very user friendly and includes a reference card that explains the simple controls on the attached device. The CCTVs will remain the property of NCBVI so that the agency can repair, replace, or dispose of them as needed. The new CCTV is located near the microfilm reader by the Information Desk in the library.
- The Bellevue Public Library Advisory Board held a regular monthly meeting on Oct. 19th. Board members Karen Clopton and Deb Stortvedt shared information on the sessions they attended at the Nebraska Library Association fall conference held in Kearney Oct. 5 and 6. Also attending the conference was Board member Sarah Mlnarik. Though she was unable to attend the Board meeting, she shared copies of conference information from the sessions she attended. Board members also heard about the success of the Henry Doorly Zoo and Aquarium pass program. Patrons received 150 passes on Sept. 28 to be used between Oct. 1 and Nov. 30. All passes were gone in one hour. Additional distributions should be made on Dec. 1, Feb. 1, and April 1.
- On Sept. 28, Library Director Julie Dinville attended a meeting of the Sarpy County + 1 directors (Bellevue, Gretna, La Vista, Papillion, Ralston, and Springfield) at the La Vista Public Library. Alex Kava has been booked for a joint event to take place on May 11, 2023, at the Papillion Landing conference center. This is being funded collectively (Bellevue's portion will be paid through the Bellevue Library Foundation).
- The Friends of the Bellevue Public Library held their annual meeting on Monday, Oct. 10. Clare Severn was re-elected as the president of the organization. A special presentation was given by Nebraska author Jonis Agee on her book *The Bones of Paradise*. Her novel was the One Book One Nebraska reads selection for 2022. This meeting was open to the public and was sponsored by the Friends group and Humanities Nebraska.
- Spanish language speakers can choose to view the library's catalog in that language by using the language selection menu on the main catalog page. This is available in both the Enterprise version online and with BlueCloud for mobile devices.
- On Monday, Oct. 10, staff members from the Papillion Public Library paid a visit, learning about programming activities in the Children's and Adult departments and touring Bellevue's makerspace.

**Fire (See Attached)**

**Current Fiscal Year 2022-2023 Financials**

We expect the city to be on track to achieve the current year budget. Here is the forecasted performance through the end of the year:

**City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)**

	Year-To-Date			Full Year	
		Better / (Worse)	Better / (Worse)		Better / (Worse)
	Actual	Than Budget	Than Prior Year Actual	FYE 2023 Budget	Than Budget
<b>Revenues</b>					
Property Taxes	408,118	0	222,147	33,612,969	0
Sales Taxes	1,446,875	0	83,915	17,362,500	0
Occupation/Business Taxes	121,003	0	(160,045)	1,668,133	0
Other Revenues	<u>4,424,519</u>	<u>0</u>	<u>(3,815,035)</u>	<u>53,844,759</u>	<u>0</u>
<b>Total Revenues</b>	<u>6,400,515</u>	<u>0</u>	<u>(3,669,018)</u>	<u>106,488,361</u>	<u>0</u>
<b>Expenditures</b>					
Personnel	4,612,647	0	571,251	42,492,020	0
Department Expenditures	3,635,959	0	2,750,745	26,382,094	0
Capital Expenditures	0	0	(77,636)	30,216,600	0
Other Expenditures	<u>1,580,073</u>	<u>0</u>	<u>(5,000,768)</u>	<u>10,397,647</u>	<u>0</u>
<b>Total Expenditures</b>	<u>9,828,679</u>	<u>0</u>	<u>(1,756,408)</u>	<u>109,488,361</u>	<u>0</u>
<b>Net Revenues</b>	(3,428,164)	0	(5,425,426)	(3,000,000)	0

**Debt**

As planned.

**New 2022-2023 Budget Summary**

**City of Bellevue  
2022-23 Annual Budget  
Fund Balance Cash Roll-Forward by Fund**

	Total	Fund						
		F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482



# City of Bellevue Fire Department

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

## Bellevue Fire Department Council Report

Report Date 10/23/2022

### A. General Items:

- QA/QI
- Placed 3 new paramedics on ALS probation
- Completing regular season football game standbys, a few playoff games remain
- Stroke committee meeting @ BMC this week
- City desk phone upgrade November 5<sup>th</sup> and 6<sup>th</sup>
- All underwriter's laboratory pump, ladder and truck testing have been completed.
- We are still experiencing issues with CAD and FRMS from the Douglas / Sarpy CAD intrusion.

### B. Training:

- Head trauma emergencies.
- Hands on cardiac emergencies.
- Rapid Sequence Intubation webinar.
- Fire SOP (standard operating procedures) review
- Preparing for FAE (fire apparatus engineer) class.

### C. Inspections:

- Fire sprinkler plan review remodel Walmart 10504 S. 15<sup>th</sup> St.
- Under ground tank inspection Cubby's 7613 S. 36<sup>th</sup> St.
- Final building inspection 209 Industrial Dr.
- Plan review remodel Knockouts Salon 848 Cornhusker Rd. # 104.
- Plan review remodel Walmart 10504 S. 15<sup>th</sup> St.
- Attended a conference on underground storage tanks.
- Final building inspection 3302 Harlan Lewis Rd.
- Plan review remodel City of Omaha Sanitation building 15705 Harlan Lewis Rd.
- Fire alarm plan review for remodel Wal-Mart 10504 S 15<sup>th</sup> St.
- Final building inspection 701 Galvin Rd. S. # 105.



## City of Bellevue Fire Department

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

- Final remodel inspection 3302 Harlan Lewis Rd.
- Revised plan review Lock Box 10106 S. 36<sup>th</sup> St.

### D. Calls:

Fire – 109

Rescue - 335

### E. Ambulance Billing

September 1-30, 2022

\$ 164,760.70 has been billed out to insurance companies (198 insurance claims)  
<\$ 74,142.32> approximate amount we will have to write off due to mandatory  
adjustments/write-offs  
(45% of \$164,760.70)

=====

**\$ 90,618.38** is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

**\$ 117,041.43** deposited into the bank September 1-30, 2022

7,905.51 additional revenue in Credit/Debit card payments were received September 1-30, 2022.

**\$ 124,946.94 TOTAL** September 1-30, 2022 rescue fee revenue

#### Statement Billing:

401 statements were mailed to patients for unpaid account balances

These statements totaled \$ 240,925.83

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.





# City of Bellevue

## Fire Department

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

### F. Manpower Report Staffing

#### Staffing Report from 9/26/2022 through 10/2/2022

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	T21	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	T21 & E41	3 Person	
Thursday	PM	T21	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Friday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	AM	E1, T21 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21 & E41	3 Person	No Batt. 2
Sunday	AM	E1, T31 & E41	3 Person	
Sunday	PM	E1, T31	3 Person	

#### Staffing Report from 10/3/2022 through 10/9/2022

Monday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Monday	PM	T21 & E41	3 Person	
Tuesday	AM	E1, T21 & E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1, T21	3 Person	
Thursday	PM	Full		
Friday	AM	T31 & E41	3 Person	



# City of Bellevue Fire Department

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

Friday	PM	T21, T31 & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31	3 Person	
Sunday	AM	E1, T21 & E41	3 Person	
Sunday	PM	E1, T21 & E41	3 Person	

### Staffing Report from 10/10/2022 through 10/16/2022

Monday	AM	E1, T21 & E41	3 Person	No Batt. 2, No EMS
Monday	PM	Full		No Batt. 2
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	T21 & E41	3 Person	
Wednesday	PM	T21, T31 & E41	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	E1, T21, T31 & E41	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2, No EMS
Friday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	AM	T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2, No EMS
Sunday	AM	E1, T21 & E41	3 Person	
Sunday	PM	E1, T21 & E41	3 Person	

### Staffing Report from 10/17/2022 through 10/23/2022

Monday	AM	T21, T31	3 Person	
Monday	PM	T21	3 Person	
Tuesday	AM	T21, T31 & E41	3 Person	No Batt. 2
Tuesday	PM	T21	3 Person	No Batt. 2
Wednesday	AM	T21, T31 & E41	3 Person	
Wednesday	PM	E1, T21, T31 & E41	3 Person	No EMS
Thursday	AM	T31	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21, & T31	3 Person	





# City of Bellevue

## Fire Department

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

Friday	PM	T21, T31 & E41	3 Person	
Saturday	AM	E1, T21, & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21 & E41	3 Person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	PM	E1, T21, & T31	3 Person	