

Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, June 4, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the May 21, 2024 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for AIZA LLC., dba "Ready Mart 3" located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4157 - Compensation Ordinance Update (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 16, 2024 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 17, 2024, on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 event license fee. (City Clerk)
15. RESOLUTIONS:
 - a. Resolution No. 2024-12: Update of Master Fee Schedule. (City Clerk)
 - b. ++ Resolution #2024-13: A resolution which commits the City of Bellevue to obligate funds for this project, accept the low bid of Vrana and Sons Construction and accept plans and specifications, in an amount not to exceed \$8,791,807.74 (NDOT - 80% and City - 20%) and authorize the Mayor to sign. (Public Works Director)
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign the agreement with UNMC Forensic Lab for testing evidence for three years from July 1, 2024 to July 1, 2027. (Captain Tim Melvin)
 - b. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. (HR Director)
 - c. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30,

2025. (HR Director)

d. Approve and authorize the Mayor to sign the agreement with HDR Engineering professional engineering design services for Prairie Hills Development in an amount not to exceed \$423,400.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreement with Snider Construction for Replacement Windows for District 3 Fire Station #7040 in an amount of \$128,800.00 plus a 10% contingency of \$12,880.00, for a total project cost of \$141,680.00. (Public Works Director)

f. Approve and authorize Heimes Corp. to replace 24" pipe west of 37th and Granada Pkwy. in the amount of \$30,852.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the agreement with Swain Construction in of \$421,596.89, plus a 10% contingency of \$42,159.69, for a total project cost of \$463,756.58 for the 2024 Concrete Projects - Package 1. (Public Works Director)

h. ++  Approve and authorize Mayor to sign Memorandum of Understanding (MOU) with Cardinal Commons I, LLC. (Chief Building Official)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports.
([May Report is attached to the packet](#))

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
6/4/2024

Bellevue City Council Meeting, May 21, 2024, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 21st of May 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow and Attorney Ryan Kunhart on behalf of City Attorney Aimee Bataillon.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Preister, to amend the agenda by moving Items 16n., 16o., and 16p. before Item 16b.

Roll call vote to approve the amended agenda 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 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 Preister, seconded by Casey, to approve the consent agenda.

Consent agenda included the following items: Approval of the May 7, 2024 City Council Minutes; Approval of Claims; and Approve and authorize the Mayor to sign the First Amendment to School Resource Officer Program MOU with Bellevue Public Schools.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Mr. Frank Plummer – Install paved multipurpose pathway with signage.

Mr. Frank Plummer, 10102 South 14th Street, explained he would like to see the installation of a multipurpose pathway with signage. The purpose for the pathway is for residents living north of Cornhusker, east of Kennedy Freeway and west of Fort Crook Road. This will allow residents to safely connect to the Bellevue Loop, Keystone and Papio Multipurpose Trails whether by cycling, running, or walking. He provided information on grants to build trails. He explained the benefits of connectivity.

Councilman Preister explained the Complete Streets Committee and mentioned he may want to meet with Mrs. Tammi Palm, Planning Director.

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4153: Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location 2202 Pleasantview Lane. (Planning Director)

An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 2202 Pleasantview Lane, more particularly described in Section 1 of the ordinance and to provide an effective

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 2

date was read for the third and final time.

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 4153: Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location 2202 Pleasantview Lane.

Councilman Casey thanked the Housing Foundation and Ms. Carolyn Pospisil for bringing affordable housing to Bellevue. He thanked the neighbors for their input and concerns. He advised he will be voting no on the ordinance due to the height of the proposed building and negative impact to the surrounding neighbors.

Councilman Preister mentioned the letters and phone calls from the neighbors have been considered and they have been heard. He mentioned many of the concerns have been addressed, except for the relocation of the dumpster. Stating there really is no other location for it. He will be voting in support of the rezoning.

Councilwoman Welch mentioned this is a spark in the Fort Crook Road Corridor Plan. She is in support.

Councilman Burns thanked Ms. Carolyn Pospisil for her hard work. He knows there is a huge need for affordable housing, however he is sensitive to the negative impact it has on the neighbors. He will be voting no.

Mayor Hike mentioned the Comprehensive Plan and Future Land Use Plans take years to develop. It is important for the public to provide input at the time of the plan. He is a firm believer of sticking to the plan. He stated this development will get the city going in the right direction.

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

Request to approve the Mixed Use Development Agreement for Lot 2, Menke's Second Addition. Applicant: Housing Foundation of Sarpy County. General Location: 2202 Pleasantview Lane. (Planning Director)

Motion was made by Welch, seconded by McCaw, to approve the Mixed Use Development Agreement for Lot 2, Menke's Second Addition. Applicant: Housing Foundation of Sarpy County. General Location: 2202 Pleasantview Lane. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: Casey and Burns; absent: none. Motion carried.

Ordinance No. 4154: Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. (Planning Director)

An ordinance to amend Section 8.03.06 of the City of Bellevue, Nebraska Zoning Ordinance regarding hard surface parking in residential areas for the City of Bellevue, Nebraska: to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the third time and final time.

Motion was made by Casey, seconded by Cook, to approve Ordinance No. 4154: Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 4155: Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. (Planning Director)

An ordinance to amend Section 7.04.03 of the City of Bellevue, Nebraska Zoning Ordinance regarding billboard signs for the City of Bellevue, Nebraska: to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4155: Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue.

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

Ordinance No. 4156: Amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 pertaining to parking of recreational vehicles, trailers, and boats. (Code Enforcement)

Ordinance No. 4156: An ordinance to amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 regarding parking of recreational vehicles, trailers, and boats and to provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by Casey, to approve Ordinance No. 4156: Amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 pertaining to parking of recreational vehicles, trailers, and boats.

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 3

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

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4157 - Compensation Ordinance Update (HR Director)

Ordinance No. 4157: 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. 4135; and providing for an effective date was read for the second time and a public hearing was held.

Ordinance No. 4157: 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. 4135; and providing for an effective date was read for the second time and a public hearing was held.

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

Mr. Brian Hanson, 2704 Georgia Avenue, addressed concerns with the legality of the procedures the City of Bellevue practices while reading ordinances. He stated he has concerns the ordinance was condensed at the last meeting and wasn't done legally. He explained he has concerns the Finance Director introduced the ordinance. He advised other municipalities have the ordinances introduced by a City Council member. He commented he has issues with the salaries of the executive and senior level of staff.

Mayor Hike advised the City Attorney reviewed the legality side and is comfortable with the process. Discussion followed.

Councilman Cook explained the ordinance was on the agenda for the first reading with a recommendation to waive the three readings by staff. City Council did not follow the recommendation to waive the three readings. He explained last week was the first reading, tonight is the second reading and public hearing. The next meeting will be for the third reading of the ordinance and the City Council will vote to approve or deny the ordinance then. He explained this is the normal process for ordinances.

Councilman Preister explained the normal procedure is for three readings on an ordinance. He also confirmed with the City Attorney if the ordinances need to be introduced by a City Council Member. He was informed a city of the first class does not need to have an ordinance introduced by a City Council Member. Councilman Preister explained this ordinance is from the HR Director, however she was unable to be attend. Therefore, she requested the Finance Director introduce the ordinance.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held June 4, 2024.

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Recommendation to approve event application for Omaha Masonic Lodge #288 for the Cars For A Cause Event to benefit the Nebraska Humane Society on Saturday, June 29, 2024 from 7:00 a.m. to 3:00 p.m. at 1724 Wilshire Drive. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by McCaw, to approve an event application for Omaha Masonic Lodge #288 for the Cars For A Cause Event to benefit the Nebraska Humane Society on Saturday, June 29, 2024 from 7:00 a.m. to 3:00 p.m. at 1724 Wilshire Drive. 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. 2024-10: Request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC. General Location: 2009 Franklin Street, (Planning Director)

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 4

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

Ms. Elizabeth Sevcik, 2120 South 72nd Street, was present on behalf of the applicant. She explained currently there is a 9,200 square foot building at this location. The building was formerly used as a daycare and has been vacant for some time. The plan is to renovate the building and use 6,000 square feet for a daycare with some outside space. The existing space will consist of nine two-bedroom apartments. Seven of the apartments would be above the daycare on a newly constructed second floor. Two apartments will be ADA accessible and on the ground level. There is onsite parking and additional parking will be added. If approved, construction would start in the fall with completion in the spring of 2025. There is at least \$600,000 in TIF eligible cost. The request is for \$491,000 of TIF to fund expenses. Without TIF the project would not be economically feasible. This project would be a great benefit to the area.

Councilwoman Welch questioned what the square footage of the apartments will be. Ms. Sevcik replied approximately 1600 square feet.

Councilwoman Welch questioned if the apartments are going to be affordable housing. Ms. Sevcik stated this hasn't been discussed. The idea is to keep them relatively affordable and consistent with the townhomes to the north. Councilwoman Welch clarified there are no garages. Ms. Sevcik replied correct, there are no garages, it is outside parking.

Mayor Hike questioned if the 6,000 square foot service bay can be shrunk down for more residential. Mrs. Palm stated they would need to follow the outline in the Redevelopment Plan, unless the plan is amended.

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2024-10: Request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC. General Location: 2009 Franklin Street.

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.

Resolution No. 2024-11: Approve to adopt the Construction Manager at Risk Delivery System for the Construction of a Waterpark on the Northwest Corner of Highway 34 and Highway 75. (Harrison Johnson, Community Development)

Motion was made by Casey, seconded by McCaw, to approve Resolution No. 2024-11: Approve to adopt the Construction Manager at Risk Delivery System for the Construction of a Waterpark on the Northwest Corner of Highway 35 and Highway 75.

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 and authorize the purchase of Pre-construction Aluminum Supplies from Open Aire in an amount not to exceed of \$2,370,000. (Harrison Johnson, Community Development)

Motion was made by Cook, seconded by Welch, to approve and authorize the purchase of Pre-construction Aluminum Supplies from Open Aire in an amount not to exceed of \$2,370,000. 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 for Design and Engineering Services from Holland Basham Architects for the City Water Park in an amount not to exceed \$3,486,600. (Harrison Johnson, Community Development)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the agreement for Design and Engineering Services from Holland Basham Architects for the City Water Park in an amount not to exceed \$3,486,600. 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 purchase of 2024 Ford Ranger XL 4WD Super Crew from Woodhouse Ford in Blair in an amount not to exceed \$40,000.00 to replace 2013 Chevy 1500 due to oil consumption and 169,000 miles. (Chief Building Inspector)

Motion was made by Welch, seconded by Cook, to approve purchase of 2024 Ford Ranger XL 4WD Super Crew from Woodhouse Ford in Blair in an amount not to exceed \$40,000.00 to replace 2013 Chevy 1500 due to oil consumption and 169,000 miles. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 5

Approve and authorize the Mayor to sign the Substitution of Trustee and Deed of Reconveyance for 3728 Gayle Avenue. (Finance/CDBG)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the Substitution of Trustee and Deed of Reconveyance for 3728 Gayle Avenue. 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 Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. (HR Director)

Motion was made by Cook, seconded by Preister, to continue to June 4, 2024 the request to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025.

Councilman Preister mentioned this item is being continued to be voted on at the same time of the compensation ordinance for consistency.

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 Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. (HR Director)

Motion was made by Cook, seconded by Preister, to continue to June 4, 2024 the request to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. 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 Schemmer Associates in the amount not to exceed \$233,035.00 for Professional Engineering Design Services for Reconstruction Project - Fontenelle Hills. (Public Works Director)

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the agreement with Schemmer Associates in the amount not to exceed \$233,035.00 for Professional Engineering Design Services for Reconstruction Project - Fontenelle Hills. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with HGM Associates in the amount not to exceed \$276,593.00 for Professional Construction Engineering Services for the 2024 Concrete Projects - Package 1 and 2. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the agreement with HGM Associates in the amount not to exceed \$276,593.00 for Professional Construction Engineering Services for the 2024 Concrete Projects - Package 1 and 2. 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 Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership (PCWP) in partnership with cities of Bellevue, Gretna, LaVista, Omaha, Ralston, Sarpy County, and Village of Boystown, for implementing common standards for development of cost-sharing of the watershed of Papillion Creek. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership (PCWP) in partnership with cities of Bellevue, Gretna, LaVista, Omaha, Ralston, Sarpy County, and Village of Boystown, for implementing common standards for development of cost-sharing of the watershed of Papillion Creek. 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 Alfred Benesch for professional services for construction administration, observation, testing, and support services in the amount of \$36,194.00 for the 2024 CDBG Sidewalk Improvement Project. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the agreement with Alfred Benesch for professional services for construction administration, observation, testing, and support services in the amount of \$36,194.00 for the 2024 CDBG Sidewalk Improvement

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 6

Project. 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 Burrell Enterprises, LLC., in the amount of \$144,160.00, plus a 10% contingency of \$14,416.00 for a total project cost of \$158,576.00 for the CDBG Sidewalk Improvement Project. (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the agreement with Burrell Enterprises, LLC., in the amount of \$144,160.00, plus a 10% contingency of \$14,416.00 for a total project cost of \$158,576.00 for the CDBG Sidewalk Improvement Project. 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 final payment of 2023 Overlay Project in the amount of \$201,063.01, approve final Change Order in the amount of \$353,688.02 to account for contract overrun, and approve project as substantially complete, and accept final project quantities. (Public Works Director)

Motion was made by Cook, seconded by Preister, to approve final payment of 2023 Overlay Project in the amount of \$201,063.01, approve final Change Order in the amount of \$353,688.02 to account for contract overrun, and approve project as substantially complete, and accept final project quantities. 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 Option 3 per RFI7, in the amount of \$29,136.00, All-Purpose Construction, to complete electrical upgrades; and to approve to pay MUD in the amount of \$3,563 for gas service work for the Odorant Building Renovation at North Street Department Shop located at 8252 Cedar Island Road. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve Option 3 per RFI7, in the amount of \$29,136.00, All-Purpose Construction, to complete electrical upgrades; and to approve to pay MUD in the amount of \$3,563 for gas service work for the Odorant Building Renovation at North Street Department Shop located at 8252 Cedar Island Road. 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 Franchise Agreement Fourth Addendum for Residential Solid Waste, Recyclable Materials, and Yard Waste with Waste Connections dba Papillion Sanitation in an amount not to exceed \$130,606.00. (Public Works Director/Wastewater Superintendent)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the Franchise Agreement Fourth Addendum for Residential Solid Waste, Recyclable Materials, and Yard Waste with Waste Connections dba Papillion Sanitation in an amount not to exceed \$130,606.00.

Councilman Preister took this opportunity to address concerns with the recycling rate. He encourages the public to become more educated on recycling and engage in more recycling. He suggested the use of the Orange ReNew Energy bags by Hefty for recycling for plastics.

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 Midwest DCM, in the amount of \$399,400.00 plus a 10% contingency of \$39,940.00 for a total project cost of \$439,340.00 for the Stonecroft Park restroom and sanitary sewer lift station. (Public Works Director)

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the agreement with Midwest DCM, in the amount of \$399,400.00 plus a 10% contingency of \$39,940.00 for a total project cost of \$439,340.00 for the Stonecroft Park restroom and sanitary sewer lift station.

Councilman Casey mentioned he requested a delay on this item to tonight's meeting. He requested the delay so the city could do some further evaluation of the cost and the need. He appreciates the Public Works Department, Administration, and Councilman Cook for doing the work. He supports there is a need for a restroom facility and is in support of this item.

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.
(April Report attached to Council Packet)

CLOSED SESSION:

MINUTE RECORD

Bellevue City Council Meeting, May 21, 2024, Page 7

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 7:03 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Shirley R. Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 21, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Shirley R. Harbin, Deputy City Clerk

MINUTE RECORD

*6.
6/4/2024

CLAIMS FOR JUNE 4, 2024

PAGE 1

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	2024/04/20-05/19 COPIER EXPENSE	142.74
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	26.69
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	357.78
		<hr/>
		\$ 527.21

LEGAL

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	4.71
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	63.14
		<hr/>
		\$ 67.85

CABLE ADVISORY

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	23.55
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	315.69
		<hr/>
		\$ 339.24

CITY CLERK

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	40.81
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	547.17
SHIRLEY HARBIN	REIMB LOCAL MILEAGE TO REGISTER OF DEEDS	20.10
		<hr/>
		\$ 608.08

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSES	215.05
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	34.54
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	463.01
		<hr/>
		\$ 712.60

LIBRARY

CENGAGE LEARNING, INC	LARGE PRINT BOOKS	807.73
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	107.39
INGRAM LIBRARY SERVICES	BOOKS	2,192.92
LIBRARY IDEAS	BOOKS	395.64
METROPOLITAN UTILITIES DIST	2024/04/05-05/03 MONTHLY SERVICE	115.78
QUADIENT FINANCE USA, INC	2024/04/02-30 LIBRARY NEOSHIPMENTS	805.37
		<hr/>
		\$ 4,514.71

ADMINISTRATIVE SERVICES/PERSONNEL

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	26.69
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	357.78
UKG INC	2024/03-2024/04 INCREMENTAL SUBSCRIPTION	96.11
		<hr/>
		\$ 480.58

CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	2024/04/10-05/09 COPIER EXPENSE	103.39
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	400.00
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	7.91
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	132.30
		<hr/>
		\$ 643.60

MINUTE RECORD

CLAIMS FOR JUNE 4, 2024

PAGE 2

PUBLIC WORKS

HGM ASSOCIATES INC	BPW-2023-2024 BRIDGE INSPECT THRU 2023/11/15	8,766.38
HGM ASSOCIATES INC	BPW-2023-2024 BRIDGE INSPECT THRU 2024/02/15	1,354.91
HGM ASSOCIATES INC	BPW-2023-2024 BRIDGE INSPECT THRU 2024/03/31	6,666.99
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	13.28
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	222.17
		\$ 17,023.73

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/05/13 MOWING	1,093.35
A-RELIEF SERVICES	2024/4/20-05/17 PORTABLE RESTROOMS-CHURCH	199.00
CHURCHICH RECREATION	BUBBLE, BOLTS, WASHERS FOR BALLFIELD	526.02
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	214.78
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 2024 TRAIL RENOVATIONS THRU	46,949.17
HEARTLAND PNEUMATIC	COMPRESSOR MAINTENANCE	328.00
METROPOLITAN UTILITIES DIST	2024/04/02-05/10 MONTHLY SERVICE	2,676.99
TREES SHRUBS AND MORE	BUSHES AND FLOWERS-AHP	2,815.90
TURFWERKS	ROTARY MOWER SN AAD000368	131,661.00
		\$ 186,464.21

RECREATION

B&D DIAMOND PRO	29 BAGS MARKING DUST	251.20
CAPITAL BUSINESS SYSTEMS, INC	2024/04/11-05/10 COPIER EXPENSE	67.08
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	88.39
METROPOLITAN UTILITIES DIST	2024/04/05-05/03 MONTHLY SERVICE	125.69
MIDWEST IMPRESSIONS	TRACK CLUB T-SHIRTS	1,192.50
OMAHA COMPOUND CO	DISINFECTANT CLEANER	288.32
PRECISE MRM LLC	2024/04/30M FLAT DATA PLAN	92.00
VOSS LIGHTING	REED CENTER LIGHTING	4,590.00
		\$ 6,695.18

FACILITY MAINTENANCE

DWAYNE NIELSEN	BATHROOM DRAIN BACKED UP-DIST 3, KITCHEN SINK NOT DRAINING-1500 WALL ST	450.00
ENGINEERED CONTROLS	REPLACE CONTROLLER-TRAINING SITE	2,960.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTIONS-SENIOR CTR, FLEET, DIST 1 & 2	1,210.00
HD SUPPLY	JANITORIAL SUPPLIES, ICE, LATEX GLOVES	1,447.79
HEARTLAND PNEUMATIC	COMPRESSOR MAINTENANCE	164.00
HOTSY EQUIPMENT CO	PRESSURE WASHER SERVICE/PARTS	311.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-PW, LIBRARY, CITY HALL	140.53
METROPOLITAN UTILITIES DIST	2024/04/02-05/07 MONTHLY SERVICE	286.77
OVERHEAD DOOR CO OF OMAHA	REPLACE BROKEN SPRING-DIST 4	310.00
		\$ 7,280.59

CEMETERY

COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2024/04/05-05/03 MONTHLY SERVICE	130.51
		\$ 213.90

MINUTE RECORD

CLAIMS FOR JUNE 4, 2024

PAGE 3

STREETS

ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2024/04/08-05/05	2,209.50
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/04/08-05/05	5,739.56
AMERICAN CONCRETE PRODUCTS CO	TWO 15 FT. RIGHT INLET TOPS	4,000.00
AVERY RENTS	PROPANE	26.89
CAPITAL BUSINESS SYSTEMS, INC	2024/04/12-05/11 COPIER EXPENSE	110.83
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	ROW MOWING-CYCLE 1 & CYCLE 2	21,984.70
FELSBURG HOLT & ULLEVIG, INC	BPW-240123 SIGNAL IMP 2024/04/30M PROFESSIONAL SERVICES	2,251.50
IA/NE CONCRETE PRODUCTS	CONCRETE	13,842.50
INDEPENDENT SALT CO	SALT/ICE CONTROL	1,629.75
JEO CONSULTING GROUP, INC	BPW-240102 CONCRETE PROJECTS THRU 2024/05/03	24,786.75
MARTIN ASPHALT	BULK ASPHALT	652.00
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	533.73
MICHAEL TODD INDUSTRIAL SUPPLY	SWEEPER BROOMS, RED PAINT, WIRE	1,654.56
OMAHA PUBLIC POWER DISTRICT	2024/04/02-05/15 MONTHLY SERVICE	1,381.07
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHT-JFK & 370	2,660.02
OMNI ENGINEERING	ASPHALT	2,673.47
PRECISE MRM LLC	2024/04/30M FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	13,635.25
SHERWIN WILLIAMS CO	PAINT	53.80
UNION PACIFIC RAILROAD COMPANY	BPW-210719 SCHILLING DR OVERPASS	14,564.02
		\$ 115,883.07

FLEET MAINTENANCE

ALLIED OIL & SUPPLY COMPANY	TELLUS OIL	327.15
ASPEN EQUIPMENT	ANNUAL INSPECTION FOR FLT15	429.09
AUTO VALUE PARTS - SOUTH OMAHA	SPARK PLUGS, BALL JOINTS, COMPRESSOR, BRAKE BOOSTER, BRAKE CYLINDER, BOOT KITS	1,321.96
AUTOMOTIVE WAREHOUSE DIST, INC	BRAKLEEN, SEALANT, GREASE, 3M PARTS, RAYBESTOS PARTS, PICO PARTS, KURT PARTS, MILTON PARTS, TIRES FOR MED UNITS FOR STOCK	2,025.95
BAUER BUILT TIRE & SERVICE	2024/04/20-05/19 COPIER EXPENSE	2,080.74
CAPITAL BUSINESS SYSTEMS, INC	2024/05/31M MONTHLY SERVICE	90.04
COX BUSINESS SERVICES	FAN & MOTOR ASSY, OIL FILTERS	107.39
FACTORY MOTOR PARTS CO	DRAWER PARTITION	171.95
GRAINGER	BINDERS, SHEET PROTECTORS, DIVIDERS, COPY PAPER	96.16
INDOFF, INC	FAN ELECTRIC REV	56.89
JONES AUTOMOTIVE	2024/04/05-05/06 MONTHLY SERVICE	36.65
METROPOLITAN UTILITIES DIST	BATTERIES, CORE DEPOSIT, V-BELT, FILTERS, BRAKE CALIPERS, TRAILER WIRE, SWAY BAR LINK, GASKETS, FITTINGS, WRENCH, SOCKETS, GLOVES	128.80
NAPA AUTO PARTS	BRUTE DRILL BITS, CONNECTORS, NUTS, WASHERS, TY-RAP BLACK, CRIMP N SEAL	5,113.31
NEBRASKA IOWA INDUSTRIAL FASTENERS	PTO TUBE, SHIELD, CONE, BRACKET	964.04
PANKONIN'S	MOBIL DTE 10 EXCEL #15 FOR LIFTS	458.81
STERN OIL	HANDLE-WINDOW REGULATOR, PUMP ASSY, TOP MOUNT CONTROL, TAGS	325.32
TOYNE, INC	UNIFORM CLEANING SERVICE, FENDER COVERS RENTAL	4,458.07
WALKERS UNIFORM RENTAL		311.00
		\$ 18,503.32

PLANNING

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	12.01
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	200.95
		\$ 212.96

MINUTE RECORD

CLAIMS FOR JUNE 4, 2024

PAGE 4

PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	16.05
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	268.50
		\$ 284.55

SOLID WASTE

PAPILLION SANITATION	2024/04/16-04/23 GLASS RECYCLING	370.04
		\$ 370.04

POLICE

AMAZON WEB SERVICES, INC	2024/04/30M MONTHLY WEB SERVICES	928.77
AUTO BODY AUTHORITY	TOW & STORAGE CHARGES	350.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT-MAX	98.26
BELLEVUE PRINTING COMPANY	SFST NOTE CARDS, SEARCH WARRANT INVENTORY	631.60
BENEFITS PLAN	2024/05/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	687.00
CONNER PSYCHOLOGICAL SERVICES PC	2024/04/15-04/23 PSYCH EVAL, WELLNESS CHECK	1,960.00
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	276.99
COX BUSINESS SERVICES	2024/05/02-06/01 MONTHLY SERVICE	285.00
DILLON BROTHERS H-D BUELL	MOTORCYCLE REPAIRS-MC3, HELMET	1,616.59
DOME HATS	DEPARTMENT HATS	442.99
ENTERPRISE FM TRUST	2024/05/31M - DEA VEHICLE LEASE	557.32
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	400.00
GOVDIRECT, INC	DOCKING STATIONS AND LAPTOPS, WARRANTY	7,479.25
GREAT PLAINS UNIFORMS	UNIFORM BELT, BUCKLE, TROUSER, CLIP ON TIE (3 EMP)	700.44
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	2024 IAPE MEMBERSHIP-SPACHER, VAZQUEZ	130.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	158.04
JO DONS	OFFICER OF THE QUARTER PLAQUE	60.00
JOE MILOS	REIMB PER DIEM FOR TRAINING	147.50
JOHN KOLBE	REIMB PER DIEM FOR TRAINING	12.83
LENS EQUIPMENT	2024/07/01-2025/07/01 UNLIMITED DATA SERVICE, GPS	499.00
MAGGIE LARSON	REIMB FOR UNIFORM PANTS	208.65
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	284.43
MIKE HOLM	REIMB PER DIEM FOR TRAINING	206.50
NEPTUNE UNIFORMS	UNIFORMS TROUSERS,COATS	25.29
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	4,758.15
RYAN LUDLOW	REIMB MOTORCYCLE BREECHES	119.84
SMITH DAVIS INSURANCE INC	2024/04/25-2028/04/25 NOTARY BOND-PAGE	40.00
SUNSET LAW ENFORCEMENT, LTD	DUTY AND TRAINING AMMO	13,281.73
TWIN CREEK ANIMAL HOSPITAL	VET VISIT-CHEQUE	335.63
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTINGS	4,042.00
UNMANNED VEHICLE TECHNOLOGIES,	INTERIOR DRONE, REMOTE CONTROLLER	2,796.00
V & V MANUFACTURING	BELLEVUE POLICE BADGES, REVERSE, 2-TONE	3,501.50
		\$ 55,838.86

FIRE & RESCUE

AIRGAS USA, LLC	2024/04/30M OXYGEN CYLINDER RENTAL, OXYGEN	424.00
ANDERSON FORD	2024 FORD F-150 XLT TRUCK VIN 1FTFX3L57RKD53528	50,663.00
BELLEVUE PRINTING COMPANY	FIRE WATCH FORMS	325.00
BOUND TREE MEDICAL, LLC	GLOVES, MEDICAL SUPPLIES, PHARMACY SUPPLIES, VIDEO LARYNGOSCOPES	7,709.05
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	329.78

MINUTE RECORD

CLAIMS FOR JUNE 4, 2024

PAGE 5

FIRE & RESCUE (cont'd)

GREAT PLAINS UNIFORMS	UNIFORM PANTS, SHORTS (9 EMP)	1,547.08
HEALTHY BLUE	REIMB FOR SERVICE	2,050.45
INTERNATIONAL ASSOCIATION OF FIRE	2024/08/01-2025/07/31 MEMBERSHIP -BETTS	215.00
MARCO TECHNOLOGIES, LLC	2024/04/02-05/01 COPIER EXPENSES	339.27
METROPOLITAN UTILITIES DIST	2024/04/05-05/08 MONTHLY SERVICE	2,574.66
RAYMOND JOHNSON	REIMB FOR SERVICE	884.20
ROSE EVANS	REIMB FOR SERVICE	861.04
STERICYCLE, INC	2024/04/03-30 ON-SITE SHREDDING SERVICE	216.00
STRYKER SALES CORPORATION	RAINBOW MEDICAL SUPPLIES	1,864.20
ZOLL DATA SYSTEMS INC	2024/06/30M ZOLL BILLING	1,654.80
ZOLL DATA SYSTEMS INC	2024/06/15-09/14Q FRMS AND RMS MAINTENANCE	2,885.51
		<u>\$ 74,543.04</u>

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/04/30M CONSULTANT EXPENSE	2,187.50
AMERICAN NATIONAL BANK	2024/04/30M ACCT 1000 ANALYSIS CHG	581.88
CENTURY LINK	2024/04/04-05/31 MONTHLY SERVICE	926.26
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	281.98
HEARTLAND MARKETING &	2023 ANNUAL REPORT	25,724.50
NE-DEPARTMENT OF REVENUE	2024/04/30M SALES AND USE TAX	125.48
PM AM CORPORATION	2024/04/30M - ALARM FEES	1,843.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2024/03/31M MAT SERVICE 1903 MILES	5,393.00
TRISTAR	CLAIM RE-OPEN FEE	758.00
TRISTAR	2024/04/24-06/24 CLAIMS ADMIN FEE	3,750.00
		<u>\$ 41,571.60</u>

INFORMATION TECHNOLOGY

MOTOROLA SOLUTIONS, INC	BATTERIES	1,244.80
ONE CALL CONCEPTS	2024/04/31M LOCATES FOR IT	4.76
STERLING COMPUTERS	2 SERVERS TO REPLACE DAMAGED ONES FROM WATER	23,768.62
		<u>\$ 25,018.18</u>

2206 LONGO DR - NEW LIBRARY

ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2024/04/30	73,143.00
		<u>\$ 73,143.00</u>

WASTEWATER

AMERICAN NATIONAL BANK	2024/04/30M ACCT 1034 ANALYSIS CHG	83.25
AT&T MOBILITY	2024/05/08-06/07 MONTHLY SERVICE	775.27
BIG RED LOCKSMITHS	MASTER KEYS	144.00
CAPITAL BUSINESS SYSTEMS, INC	2024/04/09-05/08 COPIER EXPENSE	103.67
CENTURY LINK	2024/05/04-06/03 MONTHLY SERVICE	63.54
COX BUSINESS SERVICES	2024/05/31M MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2024/05/04-06/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	AXLE TENSIONER, RETAINER MANHOLE, SOLENOID STARTER, GASKET MANHOLE	651.36
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE REHAB TO 2024/04/30M	2,090.00
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION TO 2024/04/30M	11,118.00
METROPOLITAN UTILITIES DIST	2024/04/06-05/07 MONTHLY SERVICE	261.72
UTILITY EQUIPMENT COMPANY	CONDUIT REDUCER, MANHOLE RINGS AND COVERS, PIPE GRIPPERS	9,213.31
		<u>\$ 24,807.51</u>

MINUTE RECORD

CLAIMS FOR JUNE 4, 2024

PAGE 6

ECONOMIC DEVELOPMENT		
OPENAIRE SALES, INC	MATERIAL FOR RETRACTABLE ROOF-WATERPARK	2,237,000.00
		<u>\$ 2,237,000.00</u>
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2024/04/30M CDBG CONSULTANT EXPENSE	4,637.50
HOUSING FOUNDATION FOR SARPY	CDBG 2022 REIMB REQUEST	9,272.74
		<u>\$ 13,910.24</u>
LAW ENFORCEMENT TRUST		
SOUTHERN COAST K9, INC	PURCHASE OF 2 K9 DOGS-DRO 83606, BITANG 23726	24,000.00
		<u>\$ 24,000.00</u>
BELLEVUE MUNICIPAL BUILDING		
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	80.36
OMAHA PUBLIC POWER DISTRICT	2024/03/14-05/13 MONTHLY SERVICE	1,964.42
		<u>\$ 2,044.78</u>
	<u>TOTAL CLAIMS FOR JUNE 4, 2024</u>	<u>\$ 2,932,702.63</u>
	<u>TOTAL PAYROLL FOR MAY 24, 2024</u>	<u>\$ 1,586,460.67</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/04/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" 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:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for AIZA LLC., dba "Ready Mart 3" located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for AIZA LLC., dba "Ready Mart 3" located at 1910 Betz Road Bellevue, NE 68005 and for Neil Armani as Manager. Applications are received directly by the Nebraska Liquor Control Commission (NLCC) from the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review by the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

FISCAL IMPACT: \$615.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for AIZA LLC., dba "Ready Mart 3" located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager.

ATTACHMENTS:

- | | | |
|----------------|-------------------------------------|----------|
| 1. Application | 2. Police, Planning & Clerk Reports | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Susan Kluthe

[Signature]

[Signature]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: June 4, 2024 Due to City Clerk: May 24, 2024

Applicant: AIZA LLC dba Ready Mart 3

Location/Address: 1910 Betz Road Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class D Liquor License to sell beer, wine, distilled spirits, Off Sale Only, for AIZA LLC dba Ready Mart 3 located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Neil Armani 12417 South 83rd Street Papillion, NE 68046</u>	<u></u>
2.	<u>Rukhsana Armani 12417 South 83rd Street Papillion, NE 68046</u>	<u></u>

Comments:

No comments or concerns from Police.

Signature of Reviewer: Captain Kurt Stroehler Digitally signed by Captain Kurt Stroehler
Date: 2024.05.15 13:41:43 -05'00'

Date: 5-15-24

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: 6/4/2024

DATE REPORT DUE TO CITY CLERK: May 24, 2024 - Friday

APPLICANT: AIZA LLC dba Ready Mart 3

ADDRESS: 1910 Betz Road Bellevue, NE 68005

REQUESTED ACTION:

Recommend approval of an application for a Class D Liquor License to sell beer, wine, distilled spirits, Off Sale Only, for AIZA LLC dba Ready Mart 3 located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager.

BACKGROUND:

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BG (General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? NO EXPLANATION: N/A

ADJACENT LAND USE AND ZONING:

NORTH: BG, Commercial and Hwy 370 Right-of-Way

SOUTH: Betz Road Right-of-Way

EAST: RG-50-M, General Residential

WEST: BGH, Bellevue Fleet Services

DISTANCE FROM SCHOOL (if applicable): N/A

DISTANCE FROM COLLEGE (if applicable): N/A

DISTANCE FROM CHURCH (if applicable): N/A

IMMEDIATE NEIGHBORHOOD/AREA LAND USES:

Highway 370 right-of-way is to the north and Betz Road right-of-way is south. General residential (Bellevue Terrace) is east across Betz Road and the City of Bellevue Fleet Services is west across the Betz Road ditch.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** _____

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: No traffic impact is expected.

STREET/ACCESS: No street/access impact is expected.

PEDESTRIAN: No pedestrian impact is expected.

NOISE: No noise impact is expected.

LIGHTING: No lighting impact is expected

GENERAL COMMENTS: This is a commercial area that would allow on-sale liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: AIZA LLC., dba Ready Mart 3

Location/Address: 1910 Betz Road City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for AIZA LLC dba Ready Mart 3 located at 1910 Betz Road Bellevue, NE 68005 and Neil Armani as Manager.

Date Application Received: 04/29/2024

Final Date Hearing can be held: (45 days from receipt): 6/4/2024

Date Advertised (not less than 7 nor more than 14 days): 5/22/2024

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>23</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>26</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>31</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>
Class X (Wholesale Liquor)	<u> </u>
Total:	<u>89</u>

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: D

License Number:
126241



Office Use Only

NEW/REPLACING _____ TOP Yes/No No

Hot List Yes/No _____ Initial: BH

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME NEIL ARMANI

TRADE (DBA) NAME READY MART 3

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER NEIL ARMANI 210-815-3228

CONTACT EMAIL ADDRESS armanineil@yahoo.com

*Business Plan
Passport
Sarpy City*

Office use only	
PAYMENT TYPE <u>CASH</u>	
AMOUNT <u>3400</u> - RCPT	
RECEIVED: <u>170570</u>	
DATE DEPOSITED _____	

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) **Application Fee \$400 (nonrefundable)**
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____
Firm Name _____
Email address _____
Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) AI ZA LLC (DBA) READY MART

Street Address 1910 BETZ RD

City BELLEVUE County SARPY Zip Code 68005

Premises Telephone number 210-815-3228

Business e-mail address armanineil@yahoo.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name READY MART 3

Street Address 1910 BETZ ROAD

City BELLEVUE State NEBRASKA Zip Code 68005

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 34 x width 29 in feet

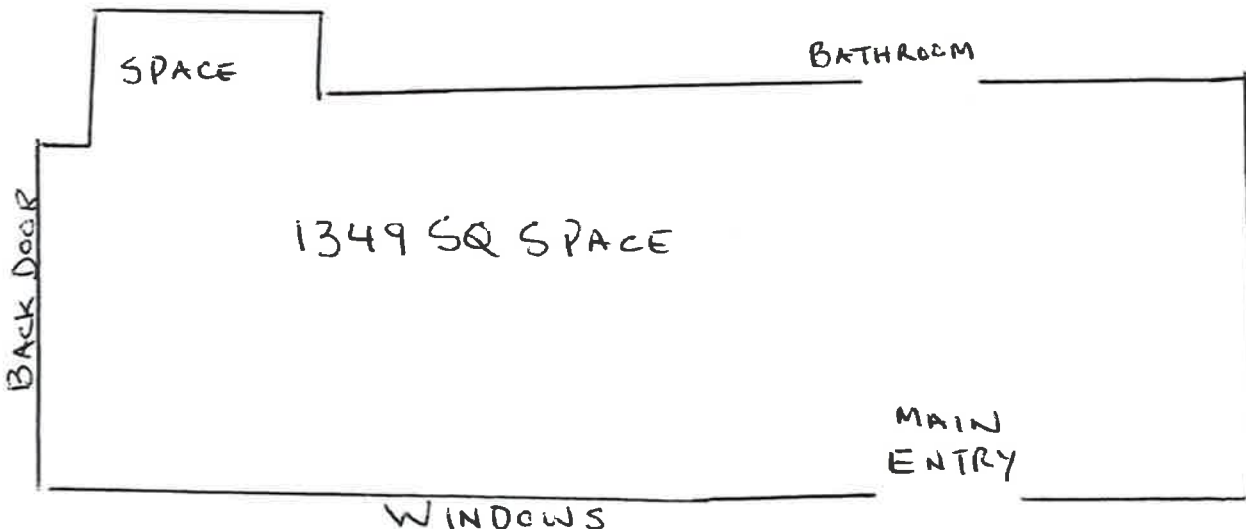
Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building _____

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

____ YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**)

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

FIRST NATIONAL BANK . NEIL ARMANI

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

LICENS# 124112 License# 125138
DINAH INC. READY MART 4525 Center St OMAHA NE 68106 DINAH INC READY MART 2 535 Park St
Syracuse NE 68446 DINAH INC DINAH MART 301 E HOWARD ST Hooper NE 68031 LIC# 123563
License# LE 0004139
Armani & Sons LLC Ray's Super Market 3452 Lafayette Rd Evansdale IOWA 50707

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
NEIL ARMANI	12-27-2021	Responsible Alcohol Server Certification

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date May 31st 2027
 Deed
 Purchase Agreement

14. When do you intend to open for business? June 15 2024

15. What will be the main nature of business? Grocery Store

16. What are the anticipated hours of operation? 7am to 10pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Belleveue / NE	2013	2016	Belleveue / NE	2013	2016
Gretna / NE	2016	2019	Gretna / NE	2016	2019
Papillion / NE	2019	2024	Papillion / NE	2019	2024

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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


Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of **APPLICANT**

NEIL ARMANI

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Rukhsana Armani

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

Nebraska Secretary of State

AIZA LLC

Mon Apr 29 12:22:07 2024

SOS Account Number

2403090030

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

NEIL ARMANI

12417 SOUTH 83RD STREET

PAPILLION, NE 68046

Designated Office Address

1910 BETZ RD

BELLEVUE, NE 68005

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Mar 27 2024

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Mar 27 2024	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

AIZA LLC

Name of Registered Agent: NEIL ARMANI

LLC Address: 1910 BETZ RD

City: Belleve State: NE Zip Code: 68005

LLC Phone Number: 210-815-3228 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: ARMANI First Name: NEIL MI: _____

Home Address: 12417 South 83rd St City: Papillion

State: NE Zip Code: 68046 Home Phone Number: 210-815-3228

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: ARMANI First Name: NEIL MI: _____

Spouse Full Name (indicate N/A if single): RUKHSANA ARMANI

Percentage of member ownership 100 %

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

Starting Date: 01 - 01 - Ending Date: 12 - 31

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____

Office Use only

MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: AIZA LLC

PREMISES INFORMATION

Premises Trade Name (DBA): AIZA LLC
READY MART 3

Premises Street Address: 1910 Betz Rd

City: BelleVue NE County: SARPY Zip Code: 68005

Premises Phone Number: 210 - 815 - 3228

Premises Email address: armanineil@yahoo.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

MANAGER INFORMATION

Last Name: ARMANI First Name: NEIL MI: _____

Home Address: 12417 South 83rd St

City: Papillion County: Sarpy Zip Code: 68046

Home Phone Number: 201 - 815 - 3228

Email address: armanineil@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: ARMANI First Name: RUKHSANA MI: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Bellevue / NE	2013	2016	Bellevue / NE	2013	2016
Gretna / NE	2016	2019	Gretna / NE	2016	2019
Papillion / NE	2019	2024	Papillion / NE	2019	2024

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	2024	DINAH INC	NEIL Armani	210-815-3228

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

READY MART READY MART 2 DINAH MART Ray's Super Market

3. Do you, as a manager, qualify under Nebraska Liquor Control Act ([§53-131.01](#)) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
NEIL ARMANI	12-27-2021	Responsible Alcohol Server certification

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**

NEIL ARMANI
Printed Name of **APPLICANT**



Signature of **SPOUSE**

Rukhsana Armani
Printed Name of **SPOUSE**



[Back to Lookup](#) / [Registrant Detail](#)

Neil Armani

Political Party
Republican

Precinct
Precinct 68

Election Details

05/14/2024 2024 Primary Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

68 - Calvary Christian Church Shadow Lake

📍 1510 Papillion Dr Papillion, NE 68133



Map data ©2024 Google Report a map error

Ballot Styles

- 68.01 DEM
- 68.01 LIB
- 68.01 LMN
- 68.01 NONP
- 68.01 REP

Districts

Show ▾



[Back to Lookup](#) / [Registrant Detail](#)

Rukhsana Armani

Political Party
Democratic

Precinct
Precinct 68

Election Details

05/14/2024 2024 Primary Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

68 - Calvary Christian Church Shadow Lake

📍 1510 Papillion Dr Papillion, NE 68133



Map data ©2024 Google [Report a map error](#)

Ballot Styles

- 68.01 DEM
- 68.01 LIB
- 68.01 LMN
- 68.01 NONP
- 68.01 REP

Districts

Show ▾

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name READY MART

Name of Person Being Fingerprinted: NEIL Armani



Date fingerprints were taken: 4-22-24

Location where fingerprints were taken: 1206 Golden Gate drive papillion NE 68046

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name READY MART

Name of Person Being Fingerprinted: RUKHSANA ARMANI

Date fingerprints were taken: 4-22-24

Location where fingerprints were taken: 1206 GOLDEN GATE DRIVE PAVILLION / NE 68046

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Rukhsana Armani
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

SureSellNow.com

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

NEIL ARMANI

has met all training requirements and successfully completed the following course and/or exam

Nebraska Alcohol Sales and Service Training

Certificate Number: 75090

Completion Date: 12/27/2021

Expiration Date: 12/26/2024

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.



Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613
SureSellNow.com

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of March 27, 2024, by and between Legion Properties, LLC ("Landlord"), and Aiza LLC/Neil Armani ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant approximately 1340 sq ft office space at 1910 Betz Rd, Bellevue, NE 68005 (the "Premises").

TERM. The lease term will begin on June 1, 2024 and will have an initial term of 36 months. Tenant will have the option to auto-renew in 1 year increments starting May 31, 2027 with no limit on the number of extensions. Tenant agrees to give 90 days written notice to terminate lease prior to the auto-renewal of next term. **If tenant is unable to procure a liquor license from the City of Bellevue for the convenience store this lease will be null and void.**

LEASE PAYMENTS. The Tenant will receive the first month of the lease rent free. Tenant shall pay to Landlord full monthly rent of \$ 1100 beginning July 1, 2024 payable in advance on the first day of each month. Year 2 rent will be \$1350, each renewal year after the second year will incur a 5% increase in rent from the previous year according to attached schedule. Lease payments shall be made to the Landlord at 1620 Wilshire Dr, Suite 300. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for normal business operations for a **convenience store**. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain fire and other casualty insurance generally carried on a business of this nature. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

MAINTENANCE.

Landlord's obligations for providing maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot and driveways, including snow and ice removal

Costs of such repairs and maintenance shall be divided among all tenants based on square footage of leased space. (ex. Total cost of repair / Total building square footage x Tenant total square footage). These costs are billed monthly as part of the NNN.

Tenant's obligations for maintenance shall include:

- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the HVAC (heating and air conditioning) system
- all maintenance, repairs, upkeep, and/or build-out for the space
- sidewalks in front of tenant space

- all other items of maintenance not specifically delegated to Landlord under this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises. Electrical and gas are metered separately and shall be put in Tenants name effective the lease date. Water is divided and billed based on square footage.

Signage. Tenant may install signage at it's own expense within the approval of Landlord and according to applicable zoning ordinances and restrictive covenants.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. These fees are figured into the NNN and may adjust annually.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$100.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"). Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 105 % of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$75.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

"Exhibit A"


Rent: 1350/mo (roughly \$12.09/sq ft x approx. 1340 sq ft) due on the 1st of each month

- Does not include garage space
- Tenant responsible for all repairs within the structure including a/c unit (HVAC, plumbing, wiring, etc.)
- Tenant responsible for electricity and gas
- 3 year lease with the following schedule:
 - \$0-June 1, 2024-June 30, 2024
 - \$1100 July 1, 2024 - May 31, 2025
 - \$1350 June 1, 2025 - May 31, 2026
 - \$1417 June 1, 2026 - May 31, 2027
- Rent includes: RE Taxes, Insurance, lawn care, snow removal (tenant responsible for sidewalk in front of business), and water.
- Deposit Waived

Contract Exceptions:

- Landlord will repair monument sign and pay for the monument signage. Tenant may utilize and pay for signage above 1910 bay.
- Tenant may replace carpet with hard flooring, at tenant's expense

I understand & agree this is a legal representation of my signature.


Jennifer Teeter, on behalf of 1910 Betz, LLC. "Landlord"

4/9/24
Date


Alza LLC, Neil Armani

4/08/24
Date

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Legion Properties, LLC
1620 Wilshire Dr. Suite 300
Bellevue, NE 68005

TENANT:

Aiza LLC/Neil Armani
1910 Betz Rd
Bellevue, NE 68005

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Nebraska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

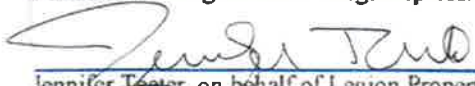
SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Terms of the lease: Tenant and Landlord agree to the terms of the lease as outlined in "Exhibit A".

I understand & agree this is a legal representation of my signature.



Jennifer Teeter, on behalf of Legion Properties, LLC, "Landlord"

4/9/24

Date



Aiza LLC/Neil Armani

4/08/24

Date

Business Plan

AIZA LLC DB: READY MART 3

1910 BETZ RD BELLEVE NE 68005

We are Planning to Open New Grocery Store at above Location
we are going to sell

- ① Cigarettes/Tabacco Products
- ② Liquor/Beer
- ③ Soda Fountain Drinks
- ④ Nebraska Lottery
- ⑤ General Groceries Items

AIZA LLC Manager

Neil Amin

4/29/24

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
6/4/2024

COUNCIL MEETING DATE: 06/04/2024		SUBMITTED BY: Rich Severson, Finance 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 Update

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this Compensation Ordinance is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The wages reflected in the attached ordinance aim to mitigate compensation factors that contribute to turnover, helping to ensure a stable workforce and foster a positive work environment. In addition to not keeping up with competitor wages, the current ordinance only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. In order to maintain parity within wages and remain competitive with surrounding cities, a flat 3% Cost-of-living increase for covered positions effective 04/21/24, for the remainder of this fiscal year. Compounded cost of this increase with the already agreed upon cost of living for next year will be approximately 72,000.

Amended the annual upgrade study is partially completed resulting in additional proposed changes in the cost of approx. \$945 additional expense for the fiscal year. Additionally, the Paralegal position is being reinstated.

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 4157.

ATTACHMENTS:

1. Ordinance No. 4157 (redlined)	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. ~~4135~~ 4157

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. 4135; 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>Section 2. Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$ 5,778 – \$8,327 <u>6,070 – 8,748</u>
Treasurer	\$ 305 – \$385 <u>328 - 413</u>

<u>Section 2a. Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,079 – \$6,817 <u>5,337 – 7,162</u>
Assistant City Attorney	\$ 6,985 – \$10,322 <u>8,356 – 11,185</u>
Assistant Finance Director	\$ 7,090 – \$10,163 <u>7,448 – 10,844</u>
City Attorney	\$ 9,233 – \$12,107 <u>9,701 – 12,719</u>
Dir of Community & Ec. Development	\$8,783 – \$12,712 <u>9,227 – 13,355</u>
Communications Director <u>Community Relations Media Coordinator</u>	\$ 5,983 – \$8,083 <u>6,209 – 8,798</u>
Acctg, Reporting & Compliance Manager	\$ 6,588 – \$9,213 <u>6,921 – 9,679</u>
Deputy Director Parks & Rec	\$ 6,054 – \$8,815 <u>6,360 – 9,261</u>
Finance Director	\$ 8,101 – \$11,473 <u>8,863 – 12,679</u>
Fire Chief	\$ 8,979 - \$12,470
Human Resources Generalist	\$ 4,326 – \$6,618 <u>4,545 – 6,952</u>
Human Resources Director	\$ 7,251 – \$10,875 <u>7,618 – 11,424</u>
Manager of Engineering Services	\$ 7,500 – \$10,258 <u>7,880 – 10,776</u>
Library Director	\$ 7,334 – \$10,085 <u>7,705 – 10,594</u>

Planning Director	\$ 7,906 – \$11,508 <u>8,306</u> – <u>12,090</u>
Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 – \$12,049 <u>9,150</u> – <u>12,659</u>
Public Works Engineer II	\$ 6,363 – \$8,967 <u>6,685</u> – <u>9,421</u>
Risk Manager	\$ 5,674 – \$7,648 <u>5,961</u> – <u>8,036</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 – \$30.99 <u>23.67</u> – <u>32.56</u>
	Executive Secretary	\$ 26.57 – \$36.69 <u>27.91</u> – <u>38.55</u>
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 – \$31.22 <u>24.22</u> – <u>32.80</u>
	<u>Paralegal</u>	<u>\$27.56 - \$37.51</u>
	<u>Sr. HRIS/Payroll Specialist</u>	\$ 24.38 – \$33.63 <u>25.61</u> – <u>35.33</u>
	<u>Office of Professional Standards Coord.</u>	\$ 27.25 – \$34.76 <u>28.63</u> – <u>36.52</u>

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	\$ 8,694 - \$11,333

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	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$12.00- \$12.50
Youth Baseball/Softball Umpires	\$12.00- \$14.50
Track Club Coaches	\$12.00- \$14.50
Parks Workers	\$13.33 - \$18.00

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:	\$12.00 to \$13.50
<u>Ambulance Billing Clerk</u>	<u>\$21.12 to \$28.95</u>

Section 8. That Ordinance 4135 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 _____, 2024.

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: 06/04/2024		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 16, 2024 at the Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 17, 2024 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. Request to waive \$50.00 event license fee.

SYNOPSIS/BACKGROUND:

The "Arrows to Aerospace Celebration" is an annual event held by the Kiwanis Club which includes a parade and various other activities at the Bellevue Senior Center, Mission Avenue and Washington Park. The event will be held on Friday, August 16, 2024 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 17, 2024 on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. Applicant is requesting to waive \$50.00 event license fee.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 16, 2024 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 17, 2024, on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 event license fee.

ATTACHMENTS:

1. <input type="text" value="Application for Event License"/>	2. <input type="text" value="Certificate of Insurance"/>	3. <input type="text" value="Review Forms from City Departments"/>
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: _____

Winnifred Bohmiller

[Signature]

[Signature]



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 15, 2024

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 16, 2024 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 17, 2024 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by May 23, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Signature or Fill in Your Name

Date

Narral Moulton

5/16/24



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 15, 2024

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 16, 2024 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 17, 2024 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by May 23, 2024. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehler #171

Signature or Fill in Your Name

5-15-24

Date



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 15, 2024

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 16, 2024 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 17, 2024 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by May 23, 2024. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

- Comments
- No Comments

Street Department will coordinate with PD for barricading needs.

Bobby Riggs

Signature or Fill in Your Name

May 16, 2024

Date



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 15, 2024

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 16, 2024 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 17, 2024 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by May 23, 2024. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Signature or Fill in Your Name

Date



City of Bellevue
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: Kiwanis Club of Bellevue-Offutt Date: 5/15/2024

Contact Person Information for Organization:

Name: Karen Mier Phone: 402-990-1295 Email: gjmier@cox.net
Address: 12802 S. 33rd St. City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Arrows to Aerospace celebration

Location of Event/Alternate Location:

Bellevue Senior Center on 8/16; Mission Ave. and Washington Park on 8/17

Dates of Event: 8/16/2024 to 8/17/2024 Alternate Dates: none Hours of Event: 8/16, 11am-3pm; 8/17, 6am-4pm

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

- 1. Sanitary Facilities: Porta-potties provided by Kiwanis at 3 locations in addition to Washington Park restrooms.
2. Running Water:
3. Power:
4. Parking: Police department contacts residents along the parade line-up streets
5. Insurance: Covered by Kiwanis International

(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: Karen E Mier

Police Department Requests:

We will be talking to the Police Department regarding the closing of streets for the parade and any preparations needed in Washington Park.

Parks Department Requests:

We have contacted the Recreation Department to confirm that Washington Park has been reserved for the day and we ask that no weddings be scheduled in the church across the street for that day. We will be contacting the Parks Department to request additional picnic tables be brought to the park and to request grandstand seating for the parade.

Street Department Requests:

Any street closures are coordinated with the Police Department.

Special Request:

We request that the city waive the event application fee and the vendor fees for Saturday, August 17, in Washington Park.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 15, 2024

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 16, 2024 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 17, 2024 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by May 23, 2024. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments


Signature or Fill in Your Name

Date

Notice of Public Hearing
Arrows to Aerospace Event

Notice is hereby given, pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 4, 2024, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Arrows to Aerospace to host their annual celebration on August 16-17, 2024 during the following times: Friday, August 16, 2024 from 11:00 a.m. – 3:00 p.m. at the Senior Center; and Saturday, August 17, 2024 from 6:00 a.m. – 4:00 p.m. on Mission Ave. and at Washington Park.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com														
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company	19437														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 964970320 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013136005	11/1/2023	11/1/2024	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
 August 15th -17th 2024 or any future date(s) during the policy term.
 Arrows to Aerospace Celebration, Parade, Food, Bounce Houses and Pony Rides
 Located @ Bellevue Senior Center, Washington Park and Nearby Locations in Bellevue, NE
 Kiwanis Club of Bellevue-Offutt

CERTIFICATE HOLDER City of Bellevue, NE 1500 Wall St. Bellevue NE 68005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
---	---

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Bellevue, NE
1500 Wall St.
Bellevue, NE 68005

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "R. B.", is written above a horizontal line.

Authorized Representative

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

**15a.
6/4/2024**

COUNCIL MEETING DATE: 6/4/2024		SUBMITTED BY: City Clerk/Directors	
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:

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

SYNOPSIS/BACKGROUND:

Various city departments review fees on a regular basis. Based on those reviews, the attached updates are requested.

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 and authorize the Mayor to sign Resolution No. 2024-12 updating the Master Fee Schedule.

ATTACHMENTS:

1. Res. No. 2024-12 (Red Line 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:

[Handwritten signatures in blue ink over horizontal lines]

RESOLUTION NO. ~~2023-13~~2024-12

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. ~~2022-33~~2023-13 passed ~~November 1, 2022~~ June 6, 2023 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 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000

Papio Creek and South Sarpy Watershed Partnership Fees

(Effective July 1, 2022 – June 30, 2023) <u>July 1, 2024 – June 30, 2025</u>	
Residential – up to a four plex	\$ 1002 per dwelling unit <u>\$1058</u>
Multi-family – greater than a four plex	\$ 4410 per gross acre <u>\$4656</u>
Commercial and Industrial	\$ 5345 per gross acre <u>\$5642</u>
(Effective July 1, 2023 – June 30, 2024) <u>July 1, 2025 – June 30, 2026</u>	
Residential – up to a four plex	\$ 1027 per dwelling unit <u>\$1058</u>
Multi-family – greater than a four plex	\$ 4520 per gross acre <u>\$4656</u>
Commercial and Industrial	\$ 5478 per gross acre <u>\$5642</u>

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

CITY LICENSE – PLUMBING, MECHANICAL, SEWER, CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

CURB CUT AND GRINDING

Permit fee with curb requiring cut plus the 4" apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft. of cut to 6 ft additional 10% per foot beyond 6 ft. \$25
Extended Permit & Subsequent Extended Permits	\$200
Winter Charge	additional 10% for cuts or grinds from November 15 th to April 1 st

SIDEWALK WAIVERS

Request for Waiver (sidewalk construction/repair)	\$30
---	------

Formatted: Font: Bold

STREET CUT

Fee for street cut	\$35 per sq. ft. up to 6' deep with an additional 10% per foot over 6'
Winter Charge	additional 10% for street cuts from November 15 th to April 1 st

Formatted: Font: Bold

Formatted: Indent: Left: 0", Hanging: 4"

Formatted: Superscript

Formatted: Font: Bold

FIRE AND RESCUE SQUAD FEES

Basic Life Support, Non-Emergency (BLS)	\$ 365.00
Basic Life Support, Emergency (BLS-Emergency)	\$ 750.00
Advanced Life Support, Non-Emergency (ALS)	\$ 475.00
Advanced Life Support, Emergency Level I (ALS1)	\$ 850.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$1050.00

Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 18.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES
MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE
2nd Call for Same Patient, In Same Week, will be \$ 400.00
3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00
Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

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

Training Tower Only	TMA Fee/Public Fee
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	
1-4 Hour Scheduled Event	\$200.00/ \$300.00
1-8 Hour Scheduled Event	\$400.00/ \$600.00
1 Observer	Included/Included
*Plus Consumable Material Used	
Training Tower and Fire Simulator	TMA/ Public Fee
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	

1-4 Hour Scheduled Event	\$400.00/\$800.00
1-8 Hour Scheduled Event	\$800.00/\$1,600.00
Natural Gas	Included/Included
1 Gas/Tower Operator	Included/Included
Additional Gas Operator	\$50/Hr/\$65/Hr

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

Confined Space	TMA Fee/Public Fee
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
1-4 Hour Scheduled Event	\$400.00/\$600.00
1-8 Hour Scheduled Event	\$800.00/\$1,200.00
2 Observers	Included/Included

Driving Area	TMA Fee/Public Fee
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
1-4 Hour Scheduled Events	\$200.00/\$200.00
1-8 Hour Scheduled Events	\$400.00/\$400.00
1 Observer	Included/Included
Cones	Included/Included

Extrication Area TMA Fee/Public Fee

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
1-4 Hour Scheduled Events Per Year	\$200.00/\$200.00
1 Observer	Included/Included
Each Vehicle	\$100.00/\$100.00

Classroom Area TMA Fee/Public Fee

Annual Usage:	
Contract Bellevue FD Training Site	
Room 1	
1-4 Hour Scheduled Event	\$300.00/\$300.00
1-8 Hour Scheduled Event	\$600.00/\$600.00
Room 2 or Room 3	
1-4 Hour Scheduled Event	\$200.00/\$200.00
1-8 Hour Scheduled Event	\$400.00/\$400.00
Rooms 1, 2, and 3	
1-4 Hour Scheduled Event	\$600.00/\$600.00
1-8 Hour Scheduled Event	\$1,200.00/\$1,200.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

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
1-4 Hour Scheduled Event	\$1,200.00/\$1,200.00
1-8 Hour Scheduled Event	\$2,400.00/\$2,400.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00

FIRE INSPECTION FEE SCHEDULE (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 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd 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~~\$200
 1-5 acres ~~\$ 325~~\$400
 over 5 acres ~~\$ 525~~\$550
 Zoning Text Amendment ~~\$ 250~~\$500
 Subdivision Text Amendment \$ 250
 Conditional Use Permit
 1 acre or less \$ 175
 more than 1 acre \$ 325
 Conditional Use Permit Amendment
 1 acre or less \$ 175
 more than 1 acre \$ 325
 Administrative Review of Wireless Antennas ~~\$ 150~~\$250
 Preliminary Platting \$1,000 + \$10 per lot
 Final Platting \$ 600 + \$5 per lot
 Revised Preliminary Plat \$1,000 + \$10 per lot
 Extension of Date for Preliminary & Final Plats \$ 200
 Small Subdivision Plat \$ 250 Administrative Approval +
 \$ 300 City Council Approval
 Vacation of Plat \$ 150
 Board of Adjustment Application ~~\$ 300~~\$350
 Flood Plain Development Permit \$ 50
 Sign Permit (by size of sign)
 35 square feet or less \$ 40
 36 – 75 square feet \$ 80
 76 – 150 square feet \$150
 151 – 300 square feet \$200

ZONING FEES (Continued)

Over 300 square feet \$300
 Awnings \$ 4.00/100 square foot of vertical

	projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s). \$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 (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
----------	----------------------------

Barricades:	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
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) (November 15 – March 15)	\$ 40
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)
Dog/Cat License (Annual Fee)	\$15 each if not spayed/neutered (\$5

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 st impoundment \$30 2 nd impoundment \$60 3 rd 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
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- <i>not</i> 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
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 ONLY applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor	\$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~~ June 4, 2024

~~\$15.15~~ ~~\$15.99~~ per month, per residence for 35-gallon service
~~\$18.40~~ ~~\$19.54~~ per month, per residence for 65 gallon service
~~\$21.60~~ ~~\$23.04~~ 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~~ ~~\$12.60~~ 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	\$100/\$85 for motorcycles
Storage Fee	\$25/per day
Storage for Victimless Incidents – City lots	\$25/day outside; \$50/day inside
Administration Fee	\$ 30
Locksmith Fee	\$ 30
Straight Trucks Licensed for more than Four (4) tons	\$100
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)~~

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. See Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. See Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds \$50.00.

ALARM SYSTEMS/FAUSE 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)
<u>RECREATION FEES</u>	
	100% BEFORE first day
Reed Center – Rental	-\$375—Friday-Sunday \$400
	-\$425—Sunday-Saturday \$450
	\$200 – Non-profit
Reed Center – Damage Deposit	\$300
Field Rentals	\$40 per hour light fee + \$200 per day
Jr. T-Ball	\$30
T-Ball/Coach Pitch	\$40
Baseball/Softball	\$45
Adult Softball – Church League	\$70
Tennis Lessons	
Juniors	\$25
Adults	\$30
Swimming Pools:	
Swimming Lessons	\$40
Daily Swim Fee	
Youth (18 - Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2 year – Adult)	\$2.00
Seniors (55 & Over)	Free

Season Swim Pass	\$ 50
Youth Pass	\$ 60
Adult Pass	\$135
Family	
Pool Parties	\$130
Pool Rental Fee	\$ 60
Lifeguard Fee (2)	
Track Club	\$40
Youth Sports Camp	\$35 single session \$45 both sessions
Youth Soccer League	\$40
Spring	\$40
Fall	
Youth Flag Football League	\$40
Spring	\$40
Fall	
Historic Presbyterian Church Rental Fee	\$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	\$118
Service Line (all sizes)	\$47
Re-inspection Fee (after two inspections)	

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 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd 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 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd 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 ___ day of _____ 2024³.

PASSED AND APPROVED THIS _____ DAY OF _____ 2024³

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 4, 2024		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution and construction services agreement. 36th Street Sheridan-Platteview (MAPA-3773(1), (CN 22288))

SYNOPSIS/BACKGROUND:

The City of Bellevue and the NDOT have entered into a Program Agreement on September 16, 2019 for the design and construction of the Bellevue, 36th Street, Sheridan - Platteview Paving Project. Bids were received by the NDOT on May 16, 2024. The low bidder for the project was Vrana and Sons Construction, for \$8,791,807.74. Approval of the Resolution commits the City of Bellevue to commit funds for this project, accepts the low bid, and accepts plans and specifications the bids were received on. This project is an 80/20% cost share with NDOT share of 80% and the City's share 20% of the bid price.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Vrana & Son Construction"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="36th Street - Sheridan Road to Plattview Road"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="36th Street - Sheridan Road to Plattview Road"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text" value="CIPST24(05)"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text" value="7010"/>	ACCOUNT NUMBER: <input type="text" value="10-15"/>	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution for Vrana Construction Engineering Services at 36th Street - Sheridan Road to Plattview Road not to exceed \$8,791,807.74.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Resolution"/> | 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:

Siomna Babin

[Signature]

[Signature]

RESOLUTION No. 2024-13

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 3rd day of September, 2019, and the State on the 16th day of September, 2019, an agreement providing for the construction of a Federal Aid City Project at the following location: 36TH ST, SHERIDAN - PLATTEVIEW, BELLEVUE, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-3773(1), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on May 16, 2024, at which time 4 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

CHAS. VRANA & SON CONSTRUCTION CO., OMAHA, NE 68117-1407
GRADING, CONCRETE PAVEMENT, CULVERTS, WATERMAIN, SEEDING, FENCE, ELECTRICAL,
SIGNING, GENERAL ITEMS: \$8,791,807.74

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City using State's standard contract signing process, including when applicable, an electronic or digital signing process such as DocuSign®.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF BELLEVUE

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

May 17, 2024

CITY OF BELLEVUE
C/O CITY CLERK
1500 WALL STREET
BELLEVUE, NE 68005

RE: Federal Aid Project No. MAPA-3773(1)
Letting Date: May 16, 2024

We have enclosed a resolution on the above project for placement on your Council agenda. It has been prepared using the bid tabulations to select the low bidder to whom this contract may be awarded. Please proceed with Council action on the resolution. In the event that the Department elects to reject any or all bids on this project, you will receive additional correspondence from our office withdrawing the resolution.

We need to have the completed resolution in this office by Wednesday, June 5, 2024, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is below the estimated cost of \$10,481,119.01. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Scan the completed form and email it to ndot.contractlettings@nebraska.gov.

This resolution gives authority for your mayor to sign the contract that will be emailed to you via DocuSign at a later date. If you have any questions, call this office (402) 479-4525.

Sincerely,



Abbie Elder
Hwy Contracts Supervisor
Contract Lettings Section
Construction Division

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS
PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS
1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

CALL ORDER: 200

CONTRACT ID: 22288

COUNTY: SARPY

LETTING DATE: 5/16/2024

DISTRICT: 2

PROJECT: MAPA-

CONTRACT DESCRIPTION: 36TH ST, SHERIDAN - PLATTEVIEW, BELLEVUE

VENDOR NO.	BID NOTES
------------	-----------

RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVE LOW B
1	0103	CHAS. VRANA & SON CONSTRUCTION CO.	\$ 8,791,807.74	100.000%
2	0049	HAWKINS CONSTRUCTION COMPANY	\$ 9,192,113.77	104.553%
3	1783	VALLEY CORPORATION	\$ 9,791,919.22	111.375%
4	3816	K2 REAL ESTATE DEVELOPMENT, LLC	\$ 9,986,896.25	113.593%

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0001 GROUP 1 GRADING						
0001 0030.10 MOBILIZATION	1.000 LUMP	\$ 85,000.00000	\$ 85,000.00	\$ 97,700.00000	\$ 97,700.00	
0002 1000.00 LARGE TREE REMOVAL	2.000 EACH	\$ 3,200.00000	\$ 6,400.00	\$ 3,158.36000	\$ 6,316.72	
0003 1009.00 GENERAL CLEARING AND GRUBBING	1.000 LUMP	\$ 50,000.00000	\$ 50,000.00	\$ 36,847.54000	\$ 36,847.54	
0004 1011.00 WATER	352.000 MGAL	\$ 30.00000	\$ 10,560.00	\$ 30.00000	\$ 10,560.00	
0005 1030.00 EARTHWORK MEASURED IN EMBANKMENT	50268.000 CY	\$ 10.10000	\$ 507,706.80	\$ 10.69000	\$ 537,364.92	
0006 1041.00 SALVAGING AND PLACING TOPSOIL	56267.000 SY	\$ 1.05000	\$ 59,080.35	\$ 1.05000	\$ 59,080.35	
0007 1043.50 RIPRAP FILTER FABRIC	157.000 SY	\$ 8.00000	\$ 1,256.00	\$ 6.19000	\$ 971.83	
0008 1101.00 REMOVE PAVEMENT	3265.000 SY	\$ 16.00000	\$ 52,240.00	\$ 13.85000	\$ 45,220.25	
0009 1102.00 REMOVE ASPHALT SURFACE	18570.000 SY	\$ 7.00000	\$ 129,990.00	\$ 10.23000	\$ 189,971.10	
0010 1106.00 REMOVE DRIVEWAY	1361.000 SY	\$ 11.00000	\$ 14,971.00	\$ 14.09000	\$ 19,176.49	
0011 1107.00 REMOVE WALK	935.000 SY	\$ 11.00000	\$ 10,285.00	\$ 10.53000	\$ 9,845.55	
0012 1111.00 REMOVE FENCE	1631.000 LF	\$ 3.00000	\$ 4,893.00	\$ 1.70000	\$ 2,772.70	
0013 1114.00 REMOVE RETAINING WALL	1.000 EACH	\$ 4,000.00000	\$ 4,000.00	\$ 1,889.72000	\$ 1,889.72	
0014 1121.00 REMOVE CONCRETE FLUME	2.000 EACH	\$ 1,000.00000	\$ 2,000.00	\$ 117.00000	\$ 234.00	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0015 1136.07 REMOVE	1000.000 LF	\$ 12.00000	\$ 12,000.00	\$ 1.00000	\$ 1,000.00	
0016 2021.05 REMOVE AND RESET MAILBOX	7.000 EACH	\$ 200.00000	\$ 1,400.00	\$ 366.88000	\$ 2,568.16	
0017 6105.02 ROCK RIPRAP, TYPE B	24.000 TON	\$ 90.00000	\$ 2,160.00	\$ 106.40000	\$ 2,553.60	
0018 6106.25 REMOVE RIPRAP	64.000 TON	\$ 60.00000	\$ 3,840.00	\$ 28.42000	\$ 1,818.88	
0019 7390.00 REMOVE SIGN AND POST	13.000 EACH	\$ 114.00000	\$ 1,482.00	\$ 50.13000	\$ 651.69	
0020 W800.83 REMOVE GAS LINE	1000.000 LF	\$ 14.00000	\$ 14,000.00	\$ 3.11000	\$ 3,110.00	
SECTION TOTALS			\$ 973,264.15		\$ 1,029,653.50	
0002 GROUP 3 CONCRETE PAVEMENT						
0021 0030.90 MOBILIZATION	1.000 LUMP	\$ 370,000.00000	\$ 370,000.00	\$ 486,105.00000	\$ 486,105.00	
0022 1020.03 DELINEATOR, TYPE III	8.000 EACH	\$ 80.00000	\$ 640.00	\$ 26.32000	\$ 210.56	
0023 2009.52 CRUSHED ROCK EMBEDMENT	240.000 SY	\$ 9.00000	\$ 2,160.00	\$ 6.55000	\$ 1,572.00	
0024 2010.03 CRUSHED ROCK SURFACE COURSE	38.000 TON	\$ 14.00000	\$ 532.00	\$ 47.82000	\$ 1,817.16	
0025 2011.05 CRUSHED ROCK FOR TEMPORARY SURFACING	1500.000 TON	\$ 75.00000	\$ 112,500.00	\$ 71.08000	\$ 106,620.00	
0026 3008.05 TIE BARS	63.000 EACH	\$ 12.00000	\$ 756.00	\$ 14.43000	\$ 909.09	
0027 3016.22 CONCRETE CLASS 47B-3500 SIDEWALKS	2682.000 SY	\$ 70.00000	\$ 187,740.00	\$ 68.43000	\$ 183,529.26	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0028 3016.39 DETECTABLE WARNING PANEL	140.000 SF	\$ 45.00000	\$ 6,300.00	\$ 34.99000	\$ 4,898.60	
0029 3016.71 6" CONCRETE CLASS 47B-3500 BIKEWAY	7474.000 SY	\$ 57.00000	\$ 426,018.00	\$ 54.18000	\$ 404,941.32	
0030 3017.21 CONCRETE CLASS 47B-3500 IMPRINTED SURFACING	1488.000 SY	\$ 76.00000	\$ 113,088.00	\$ 78.96000	\$ 117,492.48	
0031 3020.22 CONCRETE CLASS 47B-3500 DRIVEWAY 7"	893.000 SY	\$ 80.00000	\$ 71,440.00	\$ 67.61000	\$ 60,375.73	
0032 3020.33 CONCRETE CLASS 47B-3500 DRIVEWAY 9"	657.000 SY	\$ 84.00000	\$ 55,188.00	\$ 77.99000	\$ 51,239.43	
0033 3075.22 7" CONCRETE PAVEMENT, CLASS 47B-3500	2740.000 SY	\$ 80.00000	\$ 219,200.00	\$ 65.16000	\$ 178,538.40	
0034 3075.52 10" CONCRETE PAVEMENT, CLASS 47B-3500	30222.000 SY	\$ 67.50000	\$ 2,039,985.00	\$ 82.00000	\$ 2,478,204.00	
0035 3089.25 TEMPORARY SURFACING	8049.000 SY	\$ 72.00000	\$ 579,528.00	\$ 72.76000	\$ 585,645.24	
0036 4015.00 ADJUST MANHOLE TO GRADE	16.000 EACH	\$ 440.00000	\$ 7,040.00	\$ 957.39000	\$ 15,318.24	
0037 6006.52 GRIND CONCRETE CURB	140.000 LF	\$ 16.00000	\$ 2,240.00	\$ 7.70000	\$ 1,078.00	
0038 7500.44 LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 GROOVED	22.000 EACH	\$ 400.00000	\$ 8,800.00	\$ 631.67000	\$ 13,896.74	
0039 7517.05 5" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	2180.000 LF	\$ 5.00000	\$ 10,900.00	\$ 6.47000	\$ 14,104.60	
0040 7518.05 5" YELLOW WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	16931.000 LF	\$ 5.00000	\$ 84,655.00	\$ 6.47000	\$ 109,543.57	

CALL ORDER: 200
 CONTRACT ID: 22288
 PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0041 7518.18 18" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 3, GROOVED	24.000 LF	\$ 20.00000	\$ 480.00	\$ 31.58000	\$ 757.92	
0042 7518.24 24" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 3, GROOVED	82.000 LF	\$ 26.00000	\$ 2,132.00	\$ 26.32000	\$ 2,158.24	
0043 9034.00 PREPARATION OF INTERSECTIONS AND DRIVEWAYS	1550.000 SY	\$ 8.50000	\$ 13,175.00	\$ 1.83000	\$ 2,836.50	
0044 9111.00 WATER	162.000 MGAL	\$ 50.00000	\$ 8,100.00	\$ 67.71000	\$ 10,969.02	
0045 9170.00 EARTH SHOULDER CONSTRUCTION	162.430 STA	\$ 260.00000	\$ 42,231.80	\$ 263.20000	\$ 42,751.58	
0046 9173.20 SUBGRADE PREPARATION	32962.000 SY	\$ 3.60000	\$ 118,663.20	\$ 3.00000	\$ 98,886.00	
0047 W600.03 ADJUST VALVE BOX TO GRADE	6.000 EACH	\$ 310.00000	\$ 1,860.00	\$ 364.55000	\$ 2,187.30	
SECTION TOTALS			\$ 4,485,352.00		\$ 4,976,585.98	
0003 GROUP 4 CULVERTS						
0048 0030.40 MOBILIZATION	1.000 LUMP	\$ 175,000.00000	\$ 175,000.00	\$ 177,400.00000	\$ 177,400.00	
0049 1117.00 REMOVE MANHOLE	2.000 EACH	\$ 3,000.00000	\$ 6,000.00	\$ 224.53000	\$ 449.06	
0050 1119.00 REMOVE INLET	5.000 EACH	\$ 1,100.00000	\$ 5,500.00	\$ 189.92000	\$ 949.60	
0051 4011.14 CURB INLET	41.000 EACH	\$ 5,200.00000	\$ 213,200.00	\$ 5,100.45000	\$ 209,118.45	
0052 4011.14 CURB INLET	24.000 EACH	\$ 5,200.00000	\$ 124,800.00	\$ 6,087.56000	\$ 146,101.44	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0053 4011.14 CURB INLET	1.000 EACH	\$ 6,200.00000	\$ 6,200.00	\$ 3,430.90000	\$ 3,430.90	
0054 4011.42 REINFORCED CURB INLET	5.000 EACH	\$ 13,100.00000	\$ 65,500.00	\$ 12,316.26000	\$ 61,581.30	
0055 4011.60 AREA INLET	6.000 EACH	\$ 10,800.00000	\$ 64,800.00	\$ 8,289.98000	\$ 49,739.88	
0056 4015.50 RECONSTRUCT MANHOLE	9.000 EACH	\$ 2,500.00000	\$ 22,500.00	\$ 1,451.15000	\$ 13,060.35	
0057 4016.00 MANHOLE	1.000 EACH	\$ 42,100.00000	\$ 42,100.00	\$ 42,708.72000	\$ 42,708.72	
0058 4016.00 MANHOLE	1.000 EACH	\$ 9,100.00000	\$ 9,100.00	\$ 5,263.90000	\$ 5,263.90	
0059 4016.00 MANHOLE	1.000 EACH	\$ 9,100.00000	\$ 9,100.00	\$ 5,608.01000	\$ 5,608.01	
0060 4016.00 MANHOLE	1.000 EACH	\$ 9,200.00000	\$ 9,200.00	\$ 5,608.01000	\$ 5,608.01	
0061 4016.00 MANHOLE	1.000 EACH	\$ 9,100.00000	\$ 9,100.00	\$ 5,608.01000	\$ 5,608.01	
0062 4016.00 MANHOLE	1.000 EACH	\$ 9,300.00000	\$ 9,300.00	\$ 5,830.66000	\$ 5,830.66	
0063 4016.00 MANHOLE	1.000 EACH	\$ 9,300.00000	\$ 9,300.00	\$ 6,012.02000	\$ 6,012.02	
0064 4016.00 MANHOLE	1.000 EACH	\$ 13,100.00000	\$ 13,100.00	\$ 10,547.50000	\$ 10,547.50	
0065 4016.00 MANHOLE	1.000 EACH	\$ 14,000.00000	\$ 14,000.00	\$ 12,229.78000	\$ 12,229.78	
0066 4016.00 MANHOLE	1.000 EACH	\$ 9,100.00000	\$ 9,100.00	\$ 5,711.56000	\$ 5,711.56	
0067 4016.00 MANHOLE	1.000 EACH	\$ 8,900.00000	\$ 8,900.00	\$ 5,742.41000	\$ 5,742.41	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0068 4016.00 MANHOLE	1.000 EACH	\$ 7,600.00000	\$ 7,600.00	\$ 5,608.01000	\$ 5,608.01	
0069 4016.00 MANHOLE	1.000 EACH	\$ 8,800.00000	\$ 8,800.00	\$ 5,608.01000	\$ 5,608.01	
0070 4016.00 MANHOLE	1.000 EACH	\$ 8,700.00000	\$ 8,700.00	\$ 5,583.25000	\$ 5,583.25	
0071 4016.00 MANHOLE	1.000 EACH	\$ 9,050.00000	\$ 9,050.00	\$ 5,593.98000	\$ 5,593.98	
0072 4035.00 REMOVE FLARED-END SECTION	2.000 EACH	\$ 990.00000	\$ 1,980.00	\$ 58.56000	\$ 117.12	
0073 4043.50 REMOVE SEWER PIPE	182.000 LF	\$ 33.00000	\$ 6,006.00	\$ 8.61000	\$ 1,567.02	
0074 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS	410.000 CY	\$ 10.30000	\$ 4,223.00	\$ 12.34000	\$ 5,059.40	
0075 4107.07 CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.490 CY	\$ 1,700.00000	\$ 2,533.00	\$ 1,039.70000	\$ 1,549.15	
0076 4157.00 REINFORCING STEEL FOR COLLARS	96.000 LB	\$ 3.00000	\$ 288.00	\$ 1.50000	\$ 144.00	
0077 4460.24 24" CONCRETE FLARED-END SECTION	2.000 EACH	\$ 2,800.00000	\$ 5,600.00	\$ 982.98000	\$ 1,965.96	
0078 4460.30 30" CONCRETE FLARED-END SECTION	1.000 EACH	\$ 3,200.00000	\$ 3,200.00	\$ 1,116.10000	\$ 1,116.10	
0079 4460.36 36" CONCRETE FLARED-END SECTION	1.000 EACH	\$ 3,600.00000	\$ 3,600.00	\$ 1,632.73000	\$ 1,632.73	
0080 4460.48 48" CONCRETE FLARED-END SECTION	1.000 EACH	\$ 4,500.00000	\$ 4,500.00	\$ 2,489.11000	\$ 2,489.11	
0081 4670.05 CULVERT SANDFILL	44.000 CY	\$ 250.00000	\$ 11,000.00	\$ 164.11000	\$ 7,220.84	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UN
0082 4780.01 HHS VARIANCE INSTALLATION	714.000 SY	\$ 9.10000	\$ 6,497.40	\$ 16.13000	\$ 11,516.82	
0083 4790.02 EXTERNAL FRAME SEALS	14.000 EACH	\$ 670.00000	\$ 9,380.00	\$ 421.88000	\$ 5,906.32	
0084 4790.05 WATER QUALITY STRUCTURE TYPE I	4.000 EACH	\$ 21,800.00000	\$ 87,200.00	\$ 19,327.11000	\$ 77,308.44	
0085 4875.30 JACKING 30" STORM SEWER PIPE, TYPE 1 CLASS IV	40.000 LF	\$ 2,100.00000	\$ 84,000.00	\$ 1,765.95000	\$ 70,638.00	
0086 4875.36 JACKING 36" STORM SEWER PIPE, TYPE 1, CLASS IV	44.000 LF	\$ 2,170.00000	\$ 95,480.00	\$ 1,864.45000	\$ 82,035.80	
0087 4875.48 JACKING 48" STORM SEWER PIPE, TYPE 1 CLASS IV	40.000 LF	\$ 2,510.00000	\$ 100,400.00	\$ 3,029.29000	\$ 121,171.60	
0088 P120.24 24" CULVERT PIPE, TYPE 2	8.000 LF	\$ 110.00000	\$ 880.00	\$ 81.91000	\$ 655.28	
0089 P702.15 15" STORM SEWER PIPE, TYPE 1	1076.000 LF	\$ 80.00000	\$ 86,080.00	\$ 61.72000	\$ 66,410.72	
0090 P702.18 18" STORM SEWER PIPE, TYPE 1	4045.000 LF	\$ 82.00000	\$ 331,690.00	\$ 66.02000	\$ 267,050.90	
0091 P702.24 24" STORM SEWER PIPE, TYPE 1	1586.000 LF	\$ 104.00000	\$ 164,944.00	\$ 87.97000	\$ 139,520.42	
0092 P702.30 30" STORM SEWER PIPE, TYPE 1	138.000 LF	\$ 121.00000	\$ 16,698.00	\$ 119.68000	\$ 16,515.84	
0093 P702.36 36" STORM SEWER PIPE, TYPE 1	239.000 LF	\$ 151.00000	\$ 36,089.00	\$ 162.13000	\$ 38,749.07	
0094 P702.48 48" STORM SEWER PIPE, TYPE 1	155.000 LF	\$ 241.00000	\$ 37,355.00	\$ 267.90000	\$ 41,524.50	
0095 P705.30 30" STORM SEWER PIPE, TYPE 1 CLASS IV	40.000 LF	\$ 158.00000	\$ 6,320.00	\$ 86.59000	\$ 3,463.60	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UN
0096 P705.36 44.000 LF 36" STORM SEWER PIPE, TYPE 1 CLASS IV	\$ 198.00000	\$ 8,712.00	\$ 124.29000	\$ 5,468.76	
0097 P705.48 40.000 LF 48" STORM SEWER PIPE, TYPE 1 CLASS IV	\$ 312.00000	\$ 12,480.00	\$ 255.21000	\$ 10,208.40	
SECTION TOTALS		\$ 1,987,085.40		\$ 1,776,100.71	
0004 GROUP 4A WATERMAIN					
0098 0030.40 1.000 LUMP MOBILIZATION	\$ 3,000.00000	\$ 3,000.00	\$ 4,000.00000	\$ 4,000.00	
0099 W100.00 12.000 EACH CURB STOP AND BOX	\$ 870.00000	\$ 10,440.00	\$ 744.85000	\$ 8,938.20	
0100 W176.01 360.000 LF 1" COPPER WATER SERVICE	\$ 35.00000	\$ 12,600.00	\$ 97.03000	\$ 34,930.80	
0101 W800.21 1000.000 LF REMOVE WATER MAIN PIPE	\$ 19.00000	\$ 19,000.00	\$ 2.96000	\$ 2,960.00	
SECTION TOTALS		\$ 45,040.00		\$ 50,829.00	
0005 GROUP 5 SEEDING					
0102 0030.50 1.000 LUMP MOBILIZATION	\$ 4,000.00000	\$ 4,000.00	\$ 34,000.00000	\$ 34,000.00	
0103 1111.05 3000.000 LF REMOVE SILT FENCE	\$ 1.10000	\$ 3,300.00	\$ 1.05000	\$ 3,150.00	
0104 L001.02 3.000 ACRE SEEDING, TYPE B	\$ 1,600.00000	\$ 4,800.00	\$ 1,579.18000	\$ 4,737.54	
0105 L006.00 7.000 ACRE COVER CROP SEEDING	\$ 1,050.00000	\$ 7,350.00	\$ 1,052.79000	\$ 7,369.53	
0106 L010.00 2223.000 SY SODDING	\$ 14.80000	\$ 32,900.40	\$ 17.44000	\$ 38,769.12	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0107 L019.13 EROSION CONTROL, CLASS 1D	16911.000 SY	\$ 2.15000	\$ 36,358.65	\$ 2.11000	\$ 35,682.21	
0108 L019.20 EROSION CONTROL, CLASS 2A	77.000 SY	\$ 21.00000	\$ 1,617.00	\$ 21.06000	\$ 1,621.62	
0109 L021.70 AREA INLET PROTECTION	6.000 EACH	\$ 530.00000	\$ 3,180.00	\$ 526.39000	\$ 3,158.34	
0110 L021.72 CURB INLET PROTECTION	1278.000 LF	\$ 17.00000	\$ 21,726.00	\$ 16.84000	\$ 21,521.52	
0111 L022.11 FABRIC SILT FENCE-LOW POROSITY	3793.000 LF	\$ 4.20000	\$ 15,930.60	\$ 4.21000	\$ 15,968.53	
0112 L022.73 SILT FENCE CLEANOUT	15100.000 LF	\$ 3.20000	\$ 48,320.00	\$ 3.16000	\$ 47,716.00	
0113 L022.81 SILT CHECK, TYPE 1-HIGH	2415.000 LF	\$ 5.30000	\$ 12,799.50	\$ 5.26000	\$ 12,702.90	
0114 L022.83 SILT CHECK, TYPE 2-HIGH	60.000 LF	\$ 10.60000	\$ 636.00	\$ 10.53000	\$ 631.80	
0115 L032.13 AMENDED TOPSOIL	32426.000 SY	\$ 3.20000	\$ 103,763.20	\$ 3.16000	\$ 102,466.16	
0116 L032.86 HYDROMULCH TYPE HM3	5.000 TON	\$ 4,300.00000	\$ 21,500.00	\$ 4,211.15000	\$ 21,055.75	
SECTION TOTALS			\$ 318,181.35		\$ 350,551.02	
0006 GROUP 7B FENCE						
0117 0030.70 MOBILIZATION	1.000 LUMP	\$ 1,000.00000	\$ 1,000.00	\$ 300.00000	\$ 300.00	
0118 7109.97 SECURITY FENCE	1.000 LUMP	\$ 12,500.00000	\$ 12,500.00	\$ 3,089.14000	\$ 3,089.14	
SECTION TOTALS			\$ 13,500.00		\$ 3,389.14	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3)
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UN VAL
0007 GROUP 8B ELECTRICAL						
0119 0030.80 MOBILIZATION	1.000 LUMP	\$ 35,000.00000	\$ 35,000.00	\$ 34,675.00000	\$ 34,675.00	
0120 7321.00 TYPE A SIGN	18.000 SF	\$ 41.00000	\$ 738.00	\$ 92.65000	\$ 1,667.70	
0121 A001.16 PULL BOX, TYPE PB-6	2.000 EACH	\$ 2,300.00000	\$ 4,600.00	\$ 1,121.22000	\$ 2,242.44	
0122 A001.17 PULL BOX, TYPE PB-7	7.000 EACH	\$ 3,000.00000	\$ 21,000.00	\$ 2,042.41000	\$ 14,296.87	
0123 A001.20 PULL BOX, TYPE PB-8	2.000 EACH	\$ 3,400.00000	\$ 6,800.00	\$ 2,042.41000	\$ 4,084.82	
0124 A001.77 VIBRATION MITIGATION DEVICE	1.000 EACH	\$ 90.00000	\$ 90.00	\$ 3,600.53000	\$ 3,600.53	
0125 A003.10 TRAFFIC SIGNAL, TYPE TS-1	2.000 EACH	\$ 880.00000	\$ 1,760.00	\$ 1,052.79000	\$ 2,105.58	
0126 A003.20 TRAFFIC SIGNAL, TYPE TS-1A	2.000 EACH	\$ 560.00000	\$ 1,120.00	\$ 668.52000	\$ 1,337.04	
0127 A005.28 TRAFFIC SIGNAL CONTROLLER, TYPE TC-2070	1.000 EACH	\$ 30,800.00000	\$ 30,800.00	\$ 33,236.48000	\$ 33,236.48	
0128 A006.14 PEDESTRIAN SIGNAL, TYPE PS-1	2.000 EACH	\$ 550.00000	\$ 1,100.00	\$ 652.73000	\$ 1,305.46	
0129 A006.70 PEDESTRIAN PUSHBUTTON, TYPE PPB	2.000 EACH	\$ 300.00000	\$ 600.00	\$ 542.19000	\$ 1,084.38	
0130 A006.88 PEDESTAL POLE, TYPE PP-14	1.000 EACH	\$ 2,800.00000	\$ 2,800.00	\$ 2,237.17000	\$ 2,237.17	
0131 A010.29 LUMINAIRE, TYPE LED	1.000 EACH	\$ 590.00000	\$ 590.00	\$ 879.08000	\$ 879.08	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0132 A012.08 COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-45-12	1.000 EACH	\$ 29,800.00000	\$ 29,800.00	\$ 30,746.64000	\$ 30,746.64	
0133 A070.13 2-INCH CONDUIT IN TRENCH	40.000 LF	\$ 9.50000	\$ 380.00	\$ 18.95000	\$ 758.00	
0134 A074.14 2-INCH CONDUIT, JACKED	130.000 LF	\$ 26.50000	\$ 3,445.00	\$ 22.63000	\$ 2,941.90	
0135 A074.42 2-INCH CONDUIT BORED	2130.000 LF	\$ 27.50000	\$ 58,575.00	\$ 22.63000	\$ 48,201.90	
0136 A074.52 2-INCH CONDUIT PLOWED	5117.000 LF	\$ 28.50000	\$ 145,834.50	\$ 9.84000	\$ 50,351.28	
0137 A077.17 7/C #14 AWG TRAFFIC SIGNAL CABLE	85.000 LF	\$ 3.30000	\$ 280.50	\$ 2.32000	\$ 197.20	
0138 A078.12 2/C #16 AWG PEDESTRIAN PUSHBUTTON LEAD-IN CABLE	85.000 LF	\$ 2.00000	\$ 170.00	\$ 1.47000	\$ 124.95	
0139 A079.22 TRACER WIRE	7169.000 LF	\$ 1.00000	\$ 7,169.00	\$ 1.32000	\$ 9,463.08	
0140 A079.43 #8 GROUNDING CONDUCTOR	85.000 LF	\$ 1.10000	\$ 93.50	\$ 2.11000	\$ 179.35	
0141 A079.71 TERMINATED FIBER CONNECTOR	4.000 EACH	\$ 115.00000	\$ 460.00	\$ 105.28000	\$ 421.12	
0142 A079.72 CONNECTOR ADAPTER PANEL	1.000 EACH	\$ 170.00000	\$ 170.00	\$ 57.90000	\$ 57.90	
0143 A079.73 FIBER CONNECTOR HOUSING	1.000 EACH	\$ 250.00000	\$ 250.00	\$ 205.29000	\$ 205.29	
0144 A080.68 3/C #6 AWG STREET LIGHTING CABLE	85.000 LF	\$ 6.20000	\$ 527.00	\$ 7.63000	\$ 648.55	
0145 A081.21 12 SM FIBER OPTIC CABLE	212.000 LF	\$ 3.95000	\$ 837.40	\$ 5.95000	\$ 1,261.40	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0146 A081.30 TESTING AND DOCUMENTATION OF FIBER OPTIC COMMUNICATION SYSTEM	1.000 LUMP	\$ 1,250.00000	\$ 1,250.00	\$ 3,268.90000	\$ 3,268.90	
0147 A081.31 TEST STATION	2.000 EACH	\$ 650.00000	\$ 1,300.00	\$ 284.25000	\$ 568.50	
0148 A081.32 FIBER OPTIC SPLICE	52.000 EACH	\$ 86.00000	\$ 4,472.00	\$ 78.96000	\$ 4,105.92	
0149 A081.35 FIBER OPTIC SPLICE CLOSURE	1.000 EACH	\$ 1,200.00000	\$ 1,200.00	\$ 1,916.07000	\$ 1,916.07	
0150 A450.00 INSTALL PULL BOX	5.000 EACH	\$ 340.00000	\$ 1,700.00	\$ 368.48000	\$ 1,842.40	
0151 A525.00 INSTALL STREET LIGHT BASE	42.000 EACH	\$ 170.00000	\$ 7,140.00	\$ 510.60000	\$ 21,445.20	
0152 A565.98 INSTALL CONDUIT AND CABLE	6831.000 LF	\$ 5.80000	\$ 39,619.80	\$ 10.00000	\$ 68,310.00	
0153 A610.00 REMOVE TRAFFIC SIGNAL	1.000 EACH	\$ 4,000.00000	\$ 4,000.00	\$ 2,932.01000	\$ 2,932.01	
0154 A630.00 REMOVE LIGHT POLE	4.000 EACH	\$ 1,800.00000	\$ 7,200.00	\$ 1,142.27000	\$ 4,569.08	
0155 A760.16 48-STRAND SINGLE MODE FIBER OPTIC CABLE	8145.000 LF	\$ 4.60000	\$ 37,467.00	\$ 3.90000	\$ 31,765.50	
SECTION TOTALS			\$ 460,338.70		\$ 389,034.69	
0008 GROUP 8C SIGNING						
0156 0030.80 MOBILIZATION	1.000 LUMP	\$ 5,000.00000	\$ 5,000.00	\$ 1,300.00000	\$ 1,300.00	
0157 7321.00 TYPE A SIGN	193.000 SF	\$ 22.00000	\$ 4,246.00	\$ 36.85000	\$ 7,112.05	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) UN VAL
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0158 7333.00 SIGN POST	19.000 EACH	\$ 85.00000	\$ 1,615.00	\$ 260.00000	\$ 4,940.00	
SECTION TOTALS			\$ 10,861.00		\$ 13,352.05	
0009 GROUP 10 GENERAL ITEMS						
0159 0001.08 BARRICADE, TYPE II	73710.000 BDAY	\$ 1.00000	\$ 73,710.00	\$ 1.00000	\$ 73,710.00	
0160 0001.10 BARRICADE, TYPE III	2853.000 BDAY	\$ 1.40000	\$ 3,994.20	\$ 2.11000	\$ 6,019.83	
0161 0001.50 FLAGGING	50.000 DAY	\$ 420.00000	\$ 21,000.00	\$ 569.72000	\$ 28,486.00	
0162 0001.75 TEMPORARY SIGN DAY	1662.000 EACH	\$ 0.55000	\$ 914.10	\$ 5.26000	\$ 8,742.12	
0163 0001.90 SIGN DAY	6059.000 EACH	\$ 0.45000	\$ 2,726.55	\$ 5.26000	\$ 31,870.34	
0164 0001.97 BARRICADE SIGN DAY	1332.000 EACH	\$ 0.60000	\$ 799.20	\$ 1.05000	\$ 1,398.60	
0165 0002.28 TEMPORARY PAVEMENT MARKING REMOVAL	21103.000 LF	\$ 0.35000	\$ 7,386.05	\$ 0.53000	\$ 11,184.59	
0166 0002.30 PAVEMENT MARKING REMOVAL	1800.000 LF	\$ 0.40000	\$ 720.00	\$ 0.53000	\$ 954.00	
0167 0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	28304.000 LF	\$ 0.28000	\$ 7,925.12	\$ 0.32000	\$ 9,057.28	
0168 0002.47 TEMPORARY PAVEMENT MARKING SURFACE PREPARATION	27364.000 LF	\$ 0.28000	\$ 7,661.92	\$ 0.16000	\$ 4,378.24	
0169 0003.04 PORTABLE DYNAMIC MESSAGE BOARDS	168.000 DAY	\$ 45.00000	\$ 7,560.00	\$ 21.06000	\$ 3,538.08	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0170 0003.50 CONCRETE PROTECTION BARRIER	525.000 LF	\$ 70.00000	\$ 36,750.00	\$ 21.06000	\$ 11,056.50	
0171 0005.10 TRAFFIC CONTROL MANAGEMENT	519.000 DAY	\$ 62.00000	\$ 32,178.00	\$ 69.48000	\$ 36,060.12	
0172 0010.04 FIELD OFFICE	1.000 EACH	\$ 15,100.00000	\$ 15,100.00	\$ 55,385.43000	\$ 55,385.43	
0173 0020.00 TRAINING	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00	
0174 0030.00 MOBILIZATION	1.000 LUMP	\$ 30,000.00000	\$ 30,000.00	\$ 50,000.00000	\$ 50,000.00	
0175 1017.70 CONSTRUCTION STAKING	1.324 MILE / LUMP	\$ 54,000.00000	\$ 54,000.00	\$ 51,107.11000	\$ 51,107.11	
0176 1995.00 STABILIZED CONSTRUCTION EXIT	2.000 EACH	\$ 2,200.00000	\$ 4,400.00	\$ 5,208.15000	\$ 10,416.30	
0177 2021.10 TEMPORARY MAILBOX POST	6.000 EACH	\$ 150.00000	\$ 900.00	\$ 240.91000	\$ 1,445.46	
0178 4022.05 TEMPORARY SLOPE DRAIN	300.000 LF	\$ 20.00000	\$ 6,000.00	\$ 5.57000	\$ 1,671.00	
0179 9110.01 RENTAL OF LOADER, FULLY OPERATED	100.000 HOUR	\$ 140.00000	\$ 14,000.00	\$ 173.06000	\$ 17,306.00	
0180 9110.02 RENTAL OF MOTOR GRADER, FULLY OPERATED	100.000 HOUR	\$ 140.00000	\$ 14,000.00	\$ 230.75000	\$ 23,075.00	
0181 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	100.000 HOUR	\$ 135.00000	\$ 13,500.00	\$ 155.76000	\$ 15,576.00	
0182 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	100.000 HOUR	\$ 140.00000	\$ 14,000.00	\$ 173.06000	\$ 17,306.00	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(2) 0049 HAWKINS CONSTRUCTION COMPANY		(3) VAL UN
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0183 9110.27 100.000 HOUR RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	\$ 160.00000	\$ 16,000.00	\$ 201.91000	\$ 20,191.00	
0184 9110.34 50.000 HOUR RENTAL OF VACUUM TRUCK, FULLY OPERATED	\$ 640.00000	\$ 32,000.00	\$ 692.25000	\$ 34,612.50	
0185 L007.02 6000.000 SY SLOPE TRACKING	\$ 0.55000	\$ 3,300.00	\$ 0.53000	\$ 3,180.00	
0186 L022.75 1000.000 LF TEMPORARY SILT CHECK	\$ 5.30000	\$ 5,300.00	\$ 5.26000	\$ 5,260.00	
0187 L022.92 300.000 LF TEMPORARY EARTH CHECK	\$ 4.60000	\$ 1,380.00	\$ 3.16000	\$ 948.00	
0188 L032.57 1200.000 CY SLASH MULCH PLACEMENT	\$ 42.50000	\$ 51,000.00	\$ 42.11000	\$ 50,532.00	
0189 L032.70 6.000 TON TEMPORARY MULCH	\$ 530.00000	\$ 3,180.00	\$ 526.39000	\$ 3,158.34	
0190 L860.50 1.000 LUMP ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	\$ 5,000.00000	\$ 5,000.00	\$ 3,158.36000	\$ 3,158.36	
0191 L860.52 1.000 CDAY ENVIRONMENTAL DISINCENTIVE	(\$ 1,000.00000)	(\$ 1,000.00)	(\$ 1,000.00000)	(\$ 1,000.00)	
0192 L860.53 12.000 EACH EROSION CONTROL MOBILIZATION	\$ 1,050.00000	\$ 12,600.00	\$ 1,052.79000	\$ 12,633.48	
SECTION TOTALS		\$ 498,185.14		\$ 602,617.68	
CONTRACT TOTALS		\$8,791,807.74		\$9,192,113.77	

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
			(4) 3816	
			K2 REAL ESTATE DEVELOPMENT, LLC	
0001 GROUP 1 GRADING				
0001 0030.10	MOBILIZATION	1.000 LUMP	\$ 85,000.00000	\$ 85,000.00
0002 1000.00	LARGE TREE REMOVAL	2.000 EACH	\$ 3,900.00000	\$ 7,800.00
0003 1009.00	GENERAL CLEARING AND GRUBBING	1.000 LUMP	\$ 45,500.00000	\$ 45,500.00
0004 1011.00	WATER	352.000 MGAL	\$ 30.00000	\$ 10,560.00
0005 1030.00	EARTHWORK MEASURED IN EMBANKMENT	50268.000 CY	\$ 14.00000	\$ 703,752.00
0006 1041.00	SALVAGING AND PLACING TOPSOIL	56267.000 SY	\$ 1.30000	\$ 73,147.10
0007 1043.50	RIPRAP FILTER FABRIC	157.000 SY	\$ 6.90000	\$ 1,083.30
0008 1101.00	REMOVE PAVEMENT	3265.000 SY	\$ 13.00000	\$ 42,445.00
0009 1102.00	REMOVE ASPHALT SURFACE	18570.000 SY	\$ 10.00000	\$ 185,700.00
0010 1106.00	REMOVE DRIVEWAY	1361.000 SY	\$ 13.00000	\$ 17,693.00
0011 1107.00	REMOVE WALK	935.000 SY	\$ 13.00000	\$ 12,155.00
0012 1111.00	REMOVE FENCE	1631.000 LF	\$ 9.00000	\$ 14,679.00
0013 1114.00	REMOVE RETAINING WALL	1.000 EACH	\$ 5,000.00000	\$ 5,000.00
0014 1121.00	REMOVE CONCRETE FLUME	2.000 EACH	\$ 1,000.00000	\$ 2,000.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC UNIT PRICE	AMOUNT
0015 1136.07 REMOVE	1000.000 LF	\$ 5.50000	\$ 5,500.00
0016 2021.05 REMOVE AND RESET MAILBOX	7.000 EACH	\$ 205.00000	\$ 1,435.00
0017 6105.02 ROCK RIPRAP, TYPE B	24.000 TON	\$ 120.00000	\$ 2,880.00
0018 6106.25 REMOVE RIPRAP	64.000 TON	\$ 40.00000	\$ 2,560.00
0019 7390.00 REMOVE SIGN AND POST	13.000 EACH	\$ 250.00000	\$ 3,250.00
0020 W800.83 REMOVE GAS LINE	1000.000 LF	\$ 12.50000	\$ 12,500.00
SECTION TOTALS			\$ 1,234,639.40
0002 GROUP 3 CONCRETE PAVEMENT			
0021 0030.90 MOBILIZATION	1.000 LUMP	\$ 500,000.00000	\$ 500,000.00
0022 1020.03 DELINEATOR, TYPE III	8.000 EACH	\$ 32.50000	\$ 260.00
0023 2009.52 CRUSHED ROCK EMBEDMENT	240.000 SY	\$ 10.00000	\$ 2,400.00
0024 2010.03 CRUSHED ROCK SURFACE COURSE	38.000 TON	\$ 75.00000	\$ 2,850.00
0025 2011.05 CRUSHED ROCK FOR TEMPORARY SURFACING	1500.000 TON	\$ 60.00000	\$ 90,000.00
0026 3008.05 TIE BARS	63.000 EACH	\$ 10.00000	\$ 630.00
0027 3016.22 CONCRETE CLASS 47B-3500 SIDEWALKS	2682.000 SY	\$ 90.00000	\$ 241,380.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC			
0028 3016.39 DETECTABLE WARNING PANEL	140.000 SF	\$ 45.00000	\$ 6,300.00
0029 3016.71 6" CONCRETE CLASS 47B-3500 BIKEWAY	7474.000 SY	\$ 61.00000	\$ 455,914.00
0030 3017.21 CONCRETE CLASS 47B-3500 IMPRINTED SURFACING	1488.000 SY	\$ 92.00000	\$ 136,896.00
0031 3020.22 CONCRETE CLASS 47B-3500 DRIVEWAY 7"	893.000 SY	\$ 100.00000	\$ 89,300.00
0032 3020.33 CONCRETE CLASS 47B-3500 DRIVEWAY 9"	657.000 SY	\$ 115.00000	\$ 75,555.00
0033 3075.22 7" CONCRETE PAVEMENT, CLASS 47B-3500	2740.000 SY	\$ 95.00000	\$ 260,300.00
0034 3075.52 10" CONCRETE PAVEMENT, CLASS 47B-3500	30222.000 SY	\$ 77.00000	\$ 2,327,094.00
0035 3089.25 TEMPORARY SURFACING	8049.000 SY	\$ 92.00000	\$ 740,508.00
0036 4015.00 ADJUST MANHOLE TO GRADE	16.000 EACH	\$ 190.00000	\$ 3,040.00
0037 6006.52 GRIND CONCRETE CURB	140.000 LF	\$ 35.00000	\$ 4,900.00
0038 7500.44 LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 GROOVED	22.000 EACH	\$ 780.00000	\$ 17,160.00
0039 7517.05 5" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	2180.000 LF	\$ 8.00000	\$ 17,440.00
0040 7518.05 5" YELLOW WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	16931.000 LF	\$ 8.00000	\$ 135,448.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION		(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		
QUANTITY		UNIT PRICE	AMOUNT	
0041 7518.18	24.000 LF	\$ 39.00000	\$ 936.00	
18" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 3, GROOVED				
0042 7518.24	82.000 LF	\$ 32.50000	\$ 2,665.00	
24" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 3, GROOVED				
0043 9034.00	1550.000 SY	\$ 4.00000	\$ 6,200.00	
PREPARATION OF INTERSECTIONS AND DRIVEWAYS				
0044 9111.00	162.000 MGAL	\$ 30.00000	\$ 4,860.00	
WATER				
0045 9170.00	162.430 STA	\$ 325.00000	\$ 52,789.75	
EARTH SHOULDER CONSTRUCTION				
0046 9173.20	32962.000 SY	\$ 1.85000	\$ 60,979.70	
SUBGRADE PREPARATION				
0047 W600.03	6.000 EACH	\$ 400.00000	\$ 2,400.00	
ADJUST VALVE BOX TO GRADE				
SECTION TOTALS			\$ 5,238,205.45	
0003 GROUP 4 CULVERTS				
0048 0030.40	1.000 LUMP	\$ 180,000.00000	\$ 180,000.00	
MOBILIZATION				
0049 1117.00	2.000 EACH	\$ 450.00000	\$ 900.00	
REMOVE MANHOLE				
0050 1119.00	5.000 EACH	\$ 450.00000	\$ 2,250.00	
REMOVE INLET				
0051 4011.14	41.000 EACH	\$ 5,300.00000	\$ 217,300.00	
CURB INLET				
0052 4011.14	24.000 EACH	\$ 5,400.00000	\$ 129,600.00	
CURB INLET				

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
			(4) 3816	
			K2 REAL ESTATE DEVELOPMENT, LLC	
0053 4011.14	CURB INLET	1.000 EACH	\$ 5,000.00000	\$ 5,000.00
0054 4011.42	REINFORCED CURB INLET	5.000 EACH	\$ 8,500.00000	\$ 42,500.00
0055 4011.60	AREA INLET	6.000 EACH	\$ 7,500.00000	\$ 45,000.00
0056 4015.50	RECONSTRUCT MANHOLE	9.000 EACH	\$ 1,500.00000	\$ 13,500.00
0057 4016.00	MANHOLE	1.000 EACH	\$ 48,000.00000	\$ 48,000.00
0058 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0059 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0060 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0061 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0062 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0063 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0064 4016.00	MANHOLE	1.000 EACH	\$ 10,000.00000	\$ 10,000.00
0065 4016.00	MANHOLE	1.000 EACH	\$ 10,500.00000	\$ 10,500.00
0066 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
0067 4016.00	MANHOLE	1.000 EACH	\$ 6,500.00000	\$ 6,500.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	QUANTITY	UNIT PRICE	AMOUNT
(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC			
0068 4016.00	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
MANHOLE			
0069 4016.00	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
MANHOLE			
0070 4016.00	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
MANHOLE			
0071 4016.00	1.000 EACH	\$ 6,500.00000	\$ 6,500.00
MANHOLE			
0072 4035.00	2.000 EACH	\$ 450.00000	\$ 900.00
REMOVE FLARED-END SECTION			
0073 4043.50	182.000 LF	\$ 28.00000	\$ 5,096.00
REMOVE SEWER PIPE			
0074 4050.01	410.000 CY	\$ 14.00000	\$ 5,740.00
EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS			
0075 4107.07	1.490 CY	\$ 620.00000	\$ 923.80
CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS			
0076 4157.00	96.000 LB	\$ 6.00000	\$ 576.00
REINFORCING STEEL FOR COLLARS			
0077 4460.24	2.000 EACH	\$ 1,565.00000	\$ 3,130.00
24" CONCRETE FLARED-END SECTION			
0078 4460.30	1.000 EACH	\$ 1,900.00000	\$ 1,900.00
30" CONCRETE FLARED-END SECTION			
0079 4460.36	1.000 EACH	\$ 2,000.00000	\$ 2,000.00
36" CONCRETE FLARED-END SECTION			
0080 4460.48	1.000 EACH	\$ 2,565.00000	\$ 2,565.00
48" CONCRETE FLARED-END SECTION			
0081 4670.05	44.000 CY	\$ 300.00000	\$ 13,200.00
CULVERT SANDFILL			

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	QUANTITY	UNIT PRICE	AMOUNT
(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC			
0082 4780.01	714.000 SY	\$ 25.00000	\$ 17,850.00
HHS VARIANCE INSTALLATION			
0083 4790.02	14.000 EACH	\$ 750.00000	\$ 10,500.00
EXTERNAL FRAME SEALS			
0084 4790.05	4.000 EACH	\$ 36,900.00000	\$ 147,600.00
WATER QUALITY STRUCTURE TYPE I			
0085 4875.30	40.000 LF	\$ 2,080.00000	\$ 83,200.00
JACKING 30" STORM SEWER PIPE, TYPE 1 CLASS IV			
0086 4875.36	44.000 LF	\$ 3,750.00000	\$ 165,000.00
JACKING 36" STORM SEWER PIPE, TYPE 1, CLASS IV			
0087 4875.48	40.000 LF	\$ 4,000.00000	\$ 160,000.00
JACKING 48" STORM SEWER PIPE, TYPE 1 CLASS IV			
0088 P120.24	8.000 LF	\$ 83.00000	\$ 664.00
24" CULVERT PIPE, TYPE 2			
0089 P702.15	1076.000 LF	\$ 63.00000	\$ 67,788.00
15" STORM SEWER PIPE, TYPE 1			
0090 P702.18	4045.000 LF	\$ 63.00000	\$ 254,835.00
18" STORM SEWER PIPE, TYPE 1			
0091 P702.24	1586.000 LF	\$ 88.00000	\$ 139,568.00
24" STORM SEWER PIPE, TYPE 1			
0092 P702.30	138.000 LF	\$ 136.00000	\$ 18,768.00
30" STORM SEWER PIPE, TYPE 1			
0093 P702.36	239.000 LF	\$ 160.00000	\$ 38,240.00
36" STORM SEWER PIPE, TYPE 1			
0094 P702.48	155.000 LF	\$ 255.00000	\$ 39,525.00
48" STORM SEWER PIPE, TYPE 1			
0095 P705.30	40.000 LF	\$ 126.00000	\$ 5,040.00
30" STORM SEWER PIPE, TYPE 1 CLASS IV			

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC UNIT PRICE	AMOUNT
0096 P705.36 36" STORM SEWER PIPE, TYPE 1 CLASS IV	44.000 LF	\$ 156.00000	\$ 6,864.00
0097 P705.48 48" STORM SEWER PIPE, TYPE 1 CLASS IV	40.000 LF	\$ 233.00000	\$ 9,320.00
SECTION TOTALS			\$ 1,983,342.80
0004 GROUP 4A WATERMAIN			
0098 0030.40 MOBILIZATION	1.000 LUMP	\$ 4,000.00000	\$ 4,000.00
0099 W100.00 CURB STOP AND BOX	12.000 EACH	\$ 450.00000	\$ 5,400.00
0100 W176.01 1" COPPER WATER SERVICE	360.000 LF	\$ 35.00000	\$ 12,600.00
0101 W800.21 REMOVE WATER MAIN PIPE	1000.000 LF	\$ 10.00000	\$ 10,000.00
SECTION TOTALS			\$ 32,000.00
0005 GROUP 5 SEEDING			
0102 0030.50 MOBILIZATION	1.000 LUMP	\$ 19,000.00000	\$ 19,000.00
0103 1111.05 REMOVE SILT FENCE	3000.000 LF	\$ 1.15000	\$ 3,450.00
0104 L001.02 SEEDING, TYPE B	3.000 ACRE	\$ 6,000.00000	\$ 18,000.00
0105 L006.00 COVER CROP SEEDING	7.000 ACRE	\$ 650.00000	\$ 4,550.00
0106 L010.00 SODDING	2223.000 SY	\$ 15.60000	\$ 34,678.80
0107 L019.13 EROSION CONTROL, CLASS 1D	16911.000 SY	\$ 2.60000	\$ 43,968.60

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE		(4) 3816	K2 REAL ESTATE DEVELOPMENT, LLC	
ITEM DESCRIPTION			UNIT PRICE	AMOUNT
	QUANTITY			
0108 L019.20	77.000 SY		\$ 13.00000	\$ 1,001.00
EROSION CONTROL, CLASS 2A				
0109 L021.70	6.000 EACH		\$ 390.00000	\$ 2,340.00
AREA INLET PROTECTION				
0110 L021.72	1278.000 LF		\$ 16.00000	\$ 20,448.00
CURB INLET PROTECTION				
0111 L022.11	3793.000 LF		\$ 5.20000	\$ 19,723.60
FABRIC SILT FENCE-LOW POROSITY				
0112 L022.73	15100.000 LF		\$ 1.30000	\$ 19,630.00
SILT FENCE CLEANOUT				
0113 L022.81	2415.000 LF		\$ 6.50000	\$ 15,697.50
SILT CHECK, TYPE 1-HIGH				
0114 L022.83	60.000 LF		\$ 13.00000	\$ 780.00
SILT CHECK, TYPE 2-HIGH				
0115 L032.13	32426.000 SY		\$ 7.50000	\$ 243,195.00
AMENDED TOPSOIL				
0116 L032.86	5.000 TON		\$ 3,900.00000	\$ 19,500.00
HYDROMULCH TYPE HM3				
SECTION TOTALS				\$ 465,962.50
0006 GROUP 7B FENCE				
0117 0030.70	1.000 LUMP		\$ 1,500.00000	\$ 1,500.00
MOBILIZATION				
0118 7109.97	1.000 LUMP		\$ 15,000.00000	\$ 15,000.00
SECURITY FENCE				
SECTION TOTALS				\$ 16,500.00
0007 GROUP 8B ELECTRICAL				
0119 0030.80	1.000 LUMP		\$ 6,800.00000	\$ 6,800.00
MOBILIZATION				

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC	UNIT PRICE	AMOUNT
0120 7321.00 TYPE A SIGN	18.000 SF		\$ 115.00000	\$ 2,070.00
0121 A001.16 PULL BOX, TYPE PB-6	2.000 EACH		\$ 1,380.00000	\$ 2,760.00
0122 A001.17 PULL BOX, TYPE PB-7	7.000 EACH		\$ 2,500.00000	\$ 17,500.00
0123 A001.20 PULL BOX, TYPE PB-8	2.000 EACH		\$ 2,500.00000	\$ 5,000.00
0124 A001.77 VIBRATION MITIGATION DEVICE	1.000 EACH		\$ 4,450.00000	\$ 4,450.00
0125 A003.10 TRAFFIC SIGNAL, TYPE TS-1	2.000 EACH		\$ 1,300.00000	\$ 2,600.00
0126 A003.20 TRAFFIC SIGNAL, TYPE TS-1A	2.000 EACH		\$ 825.00000	\$ 1,650.00
0127 A005.28 TRAFFIC SIGNAL CONTROLLER, TYPE TC-2070	1.000 EACH		\$ 40,000.00000	\$ 40,000.00
0128 A006.14 PEDESTRIAN SIGNAL, TYPE PS-1	2.000 EACH		\$ 800.00000	\$ 1,600.00
0129 A006.70 PEDESTRIAN PUSHBUTTON, TYPE PPB	2.000 EACH		\$ 670.00000	\$ 1,340.00
0130 A006.88 PEDESTAL POLE, TYPE PP-14	1.000 EACH		\$ 2,760.00000	\$ 2,760.00
0131 A010.29 LUMINAIRE, TYPE LED	1.000 EACH		\$ 1,085.00000	\$ 1,085.00
0132 A012.08 COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-45-12	1.000 EACH		\$ 38,000.00000	\$ 38,000.00
0133 A070.13 2-INCH CONDUIT IN TRENCH	40.000 LF		\$ 23.50000	\$ 940.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC				
0134 A074.14	2-INCH CONDUIT, JACKED	130.000 LF	\$ 28.00000	\$ 3,640.00
0135 A074.42	2-INCH CONDUIT BORED	2130.000 LF	\$ 28.00000	\$ 59,640.00
0136 A074.52	2-INCH CONDUIT PLOWED	5117.000 LF	\$ 12.15000	\$ 62,171.55
0137 A077.17	7/C #14 AWG TRAFFIC SIGNAL CABLE	85.000 LF	\$ 2.85000	\$ 242.25
0138 A078.12	2/C #16 AWG PEDESTRIAN PUSHBUTTON LEAD-IN CABLE	85.000 LF	\$ 1.80000	\$ 153.00
0139 A079.22	TRACER WIRE	7169.000 LF	\$ 1.65000	\$ 11,828.85
0140 A079.43	#8 GROUNDING CONDUCTOR	85.000 LF	\$ 2.60000	\$ 221.00
0141 A079.71	TERMINATED FIBER CONNECTOR	4.000 EACH	\$ 130.00000	\$ 520.00
0142 A079.72	CONNECTOR ADAPTER PANEL	1.000 EACH	\$ 71.50000	\$ 71.50
0143 A079.73	FIBER CONNECTOR HOUSING	1.000 EACH	\$ 250.00000	\$ 250.00
0144 A080.68	3/C #6 AWG STREET LIGHTING CABLE	85.000 LF	\$ 9.50000	\$ 807.50
0145 A081.21	12 SM FIBER OPTIC CABLE	212.000 LF	\$ 7.35000	\$ 1,558.20
0146 A081.30	TESTING AND DOCUMENTATION OF FIBER OPTIC COMMUNICATION SYSTEM	1.000 LUMP	\$ 4,000.00000	\$ 4,000.00
0147 A081.31	TEST STATION	2.000 EACH	\$ 350.00000	\$ 700.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE		(4) 3816	K2 REAL ESTATE DEVELOPMENT, LLC	
ITEM DESCRIPTION			UNIT PRICE	AMOUNT
	QUANTITY			
0148 A081.32	52.000 EACH		\$ 98.00000	\$ 5,096.00
FIBER OPTIC SPLICE				
0149 A081.35	1.000 EACH		\$ 2,350.00000	\$ 2,350.00
FIBER OPTIC SPLICE CLOSURE				
0150 A450.00	5.000 EACH		\$ 455.00000	\$ 2,275.00
INSTALL PULL BOX				
0151 A525.00	42.000 EACH		\$ 630.00000	\$ 26,460.00
INSTALL STREET LIGHT BASE				
0152 A565.98	6831.000 LF		\$ 12.00000	\$ 81,972.00
INSTALL CONDUIT AND CABLE				
0153 A610.00	1.000 EACH		\$ 3,650.00000	\$ 3,650.00
REMOVE TRAFFIC SIGNAL				
0154 A630.00	4.000 EACH		\$ 1,410.00000	\$ 5,640.00
REMOVE LIGHT POLE				
0155 A760.16	8145.000 LF		\$ 4.80000	\$ 39,096.00
48-STRAND SINGLE MODE FIBER OPTIC CABLE				
SECTION TOTALS				\$ 440,897.85
0008 GROUP 8C SIGNING				
0156 0030.80	1.000 LUMP		\$ 840.00000	\$ 840.00
MOBILIZATION				
0157 7321.00	193.000 SF		\$ 98.00000	\$ 18,914.00
TYPE A SIGN				
0158 7333.00	19.000 EACH		\$ 735.00000	\$ 13,965.00
SIGN POST				
SECTION TOTALS				\$ 33,719.00
0009 GROUP 10 GENERAL ITEMS				

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
		(4) 3816 K2 REAL ESTATE DEVELOPMENT, LLC	
0159 0001.08 BARRICADE, TYPE II	73710.000 BDAY	\$ 1.00000	\$ 73,710.00
0160 0001.10 BARRICADE, TYPE III	2853.000 BDAY	\$ 2.60000	\$ 7,417.80
0161 0001.50 FLAGGING	50.000 DAY	\$ 400.00000	\$ 20,000.00
0162 0001.75 TEMPORARY SIGN DAY	1662.000 EACH	\$ 6.50000	\$ 10,803.00
0163 0001.90 SIGN DAY	6059.000 EACH	\$ 6.50000	\$ 39,383.50
0164 0001.97 BARRICADE SIGN DAY	1332.000 EACH	\$ 1.30000	\$ 1,731.60
0165 0002.28 TEMPORARY PAVEMENT MARKING REMOVAL	21103.000 LF	\$ 0.65000	\$ 13,716.95
0166 0002.30 PAVEMENT MARKING REMOVAL	1800.000 LF	\$ 0.65000	\$ 1,170.00
0167 0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	28304.000 LF	\$ 0.40000	\$ 11,321.60
0168 0002.47 TEMPORARY PAVEMENT MARKING SURFACE PREPARATION	27364.000 LF	\$ 0.20000	\$ 5,472.80
0169 0003.04 PORTABLE DYNAMIC MESSAGE BOARDS	168.000 DAY	\$ 26.00000	\$ 4,368.00
0170 0003.50 CONCRETE PROTECTION BARRIER	525.000 LF	\$ 26.00000	\$ 13,650.00
0171 0005.10 TRAFFIC CONTROL MANAGEMENT	519.000 DAY	\$ 86.00000	\$ 44,634.00
0172 0010.04 FIELD OFFICE	1.000 EACH	\$ 45,000.00000	\$ 45,000.00

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE	QUANTITY	UNIT PRICE	AMOUNT
(4) 3816			
K2 REAL ESTATE DEVELOPMENT, LLC			
0173 0020.00	100.000 HOUR	\$ 2.00000	\$ 200.00
TRAINING			
0174 0030.00	1.000 LUMP	\$ 5,000.00000	\$ 5,000.00
MOBILIZATION			
0175 1017.70	1.324 MILE / LUMP	\$ 60,000.00000	\$ 60,000.00
CONSTRUCTION STAKING			
0176 1995.00	2.000 EACH	\$ 3,500.00000	\$ 7,000.00
STABILIZED CONSTRUCTION EXIT			
0177 2021.10	6.000 EACH	\$ 420.00000	\$ 2,520.00
TEMPORARY MAILBOX POST			
0178 4022.05	300.000 LF	\$ 5.50000	\$ 1,650.00
TEMPORARY SLOPE DRAIN			
0179 9110.01	100.000 HOUR	\$ 175.00000	\$ 17,500.00
RENTAL OF LOADER, FULLY OPERATED			
0180 9110.02	100.000 HOUR	\$ 215.00000	\$ 21,500.00
RENTAL OF MOTOR GRADER, FULLY OPERATED			
0181 9110.03	100.000 HOUR	\$ 140.00000	\$ 14,000.00
RENTAL OF DUMP TRUCK, FULLY OPERATED			
0182 9110.07	100.000 HOUR	\$ 100.00000	\$ 10,000.00
RENTAL OF SKID LOADER, FULLY OPERATED			
0183 9110.27	100.000 HOUR	\$ 180.00000	\$ 18,000.00
RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED			
0184 9110.34	50.000 HOUR	\$ 300.00000	\$ 15,000.00
RENTAL OF VACUUM TRUCK, FULLY OPERATED			
0185 L007.02	6000.000 SY	\$ 1.95000	\$ 11,700.00
SLOPE TRACKING			

CALL ORDER: 200
CONTRACT ID: 22288
PROJECT: MAPA-3773(1)

LINE NO / ITEM CODE		(4) 3816	
ITEM DESCRIPTION		K2 REAL ESTATE DEVELOPMENT, LLC	
	QUANTITY	UNIT PRICE	AMOUNT
0186 L022.75	1000.000 LF	\$ 13.00000	\$ 13,000.00
TEMPORARY SILT CHECK			
0187 L022.92	300.000 LF	\$ 13.00000	\$ 3,900.00
TEMPORARY EARTH CHECK			
0188 L032.57	1200.000 CY	\$ 20.00000	\$ 24,000.00
SLASH MULCH PLACEMENT			
0189 L032.70	6.000 TON	\$ 780.00000	\$ 4,680.00
TEMPORARY MULCH			
0190 L860.50	1.000 LUMP	\$ 5,000.00000	\$ 5,000.00
ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE			
0191 L860.52	1.000 CDAY	(\$ 1,000.00000)	(\$ 1,000.00)
ENVIRONMENTAL DISINCENTIVE			
0192 L860.53	12.000 EACH	\$ 1,300.00000	\$ 15,600.00
EROSION CONTROL MOBILIZATION			
SECTION TOTALS			\$ 541,629.25
CONTRACT TOTALS			\$9,986,896.25

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
6/4/2024

COUNCIL MEETING DATE: 5-21-24		SUBMITTED BY: Capt. 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:

Agreement with UNMC Forensic Lab

SYNOPSIS/BACKGROUND:

We currently utilize the UNMC Forensic Lab for testing evidence. They do our narcotics and DNA testing. Our contract ends with them on July 1, 2024 and we want to renew the contract for 3 years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="Yes"/>	COUNTER-PARTY: <input type="text" value="UNMC Forensic Lab"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="7-1-24"/>	CONTRACT TERM: <input type="text" value="4 years"/>	CONTRACT END DATE: <input type="text" value="7-1-27"/>
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"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Have the Mayor sign the UNMC Forensic Lab Contract

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="UNMC Forensic Lab Contract"/> | 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: _____

Tim Melvin
[Signature]
[Signature]

**AGREEMENT BETWEEN UNIVERSITY OF NEBRASKA MEDICAL CENTER,
AND CITY OF BELLEVUE**

This Agreement is made and entered into as of the dates indicated below, by and between the City of Bellevue, a municipal corporation of the State of Nebraska (“City”) and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center (“UNMC”).

RECITALS

WHEREAS, the City, through the Bellevue Police Department, requires that certain forensic and crime lab testing be available and timely completed so that it can perform its statutory law enforcement functions; and

WHEREAS, UNMC has the ability and desire to perform certain forensic and crime lab services; and,

WHEREAS, the City and UNMC desire to use inter-governmental cooperation in the interest of efficiency, independence, and professionalism; and,

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to specify the duties and responsibilities of the Parties hereto to effectuate timely completion of forensic and crime lab services by UNMC to independently conduct testing to allow the City to better serve the citizens of the City of Bellevue, Nebraska.

**SECTION TWO
TERM OF CONTACT**

1. This Agreement shall be in full force and effect from and after the date last signed by the Parties hereto for a period of three (3) years. The Agreement may be extended upon the mutual written agreement of the Parties, for up to three (3) additional one (1) year terms.
2. A Party may terminate this Agreement at any time to be effective thirty (30) days after written notice to the other Party; provided however, that the indemnities provided under Section 6(k) of this Agreement shall survive such termination.

SECTION THREE
SPECIFIC SERVICES, DUTIES, AND RESPONSIBILITIES

Duties, Specific Services and Responsibilities of UNMC.

1. Provide equipment, facilities, and all lab work for chemical testing and other forensic testing that UNMC is qualified and capable of performing. Any such testing will be done in a timely manner and in accordance with generally accepted practices.
 - a. Store evidence in a secure area while being processed and until transferred to Bellevue Police Department personnel for pick up.
2. Provide and train personnel as necessary to perform forensic services as determined by UNMC exercising professional judgment. All personnel used for testing and for chain of custody for all times remain under the management and control of UNMC.
3. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Bellevue Police Department's packaging guidelines.
4. Provide a usual turnaround time between five (5) to seven (7) business days. It is understood that in some instances that such tests must be done on a rush basis, UNMC will strive to accommodate the request and will charge an additional fee. Tests to be done on an expedited basis will be performed in a usual turnaround time of twenty-four (24) hours. UNMC will notify the via email and/or phone when testing is complete and samples are ready for pickup. Provide detailed billing on a monthly basis for services performed.
5. Provide testing according to a charge schedule for 2024 (Exhibit A) with the cost of the annual testing to increase at a rate of three (3) percent per year.

Duties, Specific Services and Responsibilities of the City.

1. Package all evidence in a manner consistent with approved packaging guidelines and chain of custody protocol.
2. Transport evidence to UNMC for testing and in a timely manner and pick up evidence in a timely manner after UNMC has indicated testing is completed.
3. The City will be billed at the rates shown in Attachment A and agrees to remit payment to UNMC within thirty (30) days of the date of the invoice.

SECTION FOUR
REPORTING, MAINTENANCE OF RECORDS

UNMC will provide the City with written findings upon completion of any forensic testing performed. All records, reports, and documents concerning the performance of services by one Party will be appropriately recorded and securely maintained in accordance with that Party's records reporting directive and the State Records Retention Act. Should testimony be required, the Parties will cooperate and work with each other to provide such additional services for an additional fee.

SECTION FIVE
MUTUAL OBLIGATIONS AND DUTIES OF THE PARTIES

The Parties agree to do the following:

1. To maintain records and accounts, including property, personnel, and financial records related to the services performed under this Agreement in accordance with applicable records retention policies; and
2. To make such records and accounts reasonably available for audit purposes to the appropriate representatives of the other Party.

SECTION SIX
GENERAL PROVISIONS

1. **Independent Contractors.** It is agreed that nothing contained herein is intended to or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the City, UNMC or their respective personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose whatsoever. Neither Party, nor its respective personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other Party. The Parties shall not provide any insurance coverage to the other Party or the other Party's employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its respective employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any

such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors, or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

2. **Nondiscrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, political or religious opinions, affiliations or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
3. **Captions.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
4. **Applicable Law and Venue.** Parties to this Agreement shall conform with all existing and applicable city rules, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Lancaster County and for any federal legal proceeding in the United States District Court for the State of Nebraska.
5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
6. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
7. **Assignment.** None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.
8. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto

and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

9. **Waiver.** Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing and signed by an authorized representative of the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
11. **Indemnification.** To the extent permitted by applicable law, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party or its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. The provisions of this section shall survive expiration or termination of this Agreement.
12. **No Third Party Rights.** This Agreement is not intended to, nor shall it provide third parties, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that, to the extent permitted by applicable law, this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents, and servants.
13. **Authorized Representatives and Notice.** In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

- A. Name: Ken Clary
Title: Chief of Police
Address: 1510 Wall Street Bellevue, NE 68005
Phone: 402-293-3100

- B. University of Nebraska Medical Center
Attn: Assistant Vice Chancellor for Business and Finance Services
985070 Nebraska Medical Center
Omaha, NE 68198-5070

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by overnight courier.

- 14. **Public Employer Contract Provision – Neb. Rev. Stat. § 4-114(2).** Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), both Parties hereby agree 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.

- 15. **Equal employment opportunity clause.** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- 16. **Public Benefits - Neb. Rev. Stat. §§ 4-108 - 113.** Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation requirements of Neb.Rev.Stat. §§ 4-108 - 113.

- 17. **Drug-Free Workplace.** Both Parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.

- 18. **Excluded/Debarred Contractors.** Each Party certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal

Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Each Party also certifies that neither it nor its partners, directors, officers, employees, licensees, subcontractors or agents have been excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification during the term of the Agreement and each Party shall immediately notify the other Party of any change in the status of the certification and warranty set forth in this section. If a Party becomes excluded from federal healthcare program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by the other Party. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of a Party become excluded from federal healthcare program participation, such individual shall be removed from participating in this Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate the Agreement immediately for cause.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

THE CITY OF BELLEVUE

By: _____ Date: _____

Mayor Rusty Hike

ATTEST:

_____ Date: _____

Susan Kluthe
City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Aimee Bataillon
City Attorney

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By:

Name:

Date:

Acknowledged by:

Joseph D. Khoury, M.D.

Attachment A
Fee Schedule

Nebraska Public Service Laboratory Fee Schedule 2024		
Test Description	Test Code	Charge
Blood Alcohol Testing: Analyze percentage blood alcohol by GC/MS (not ISO/IEC 17025)	BAT	\$136.00
Controlled Substance Assessment		
Level 1: Powder/Crystalline material identification by FTIR	CSA1	\$49.00
Level 2: Identification by GC/MS	CSA2	\$68.00
Methamphetamine Purity: Analyze percent purity of methamphetamine by LC-MS/MS	PPT	\$90.00
Pill identification	PID	\$13.00
Priority Processing: Identification (not purity) in 24 hours from receipt- Additional charge	RUSH	\$75.00
THC Assessment		
Organic extraction and detection (oils/waxes)	PEE	\$49.00
Organic extraction and detection (edibles)	CSA2	\$68.00
Marijuana vs. Hemp determination (ratio method) Plant Material	CSA2	\$68.00
THC Quantitation in Edibles/Waxes	THCQ	\$111.00
Court Testimony, Deposition and/or Consultation		
Technician (hourly rate for time at courthouse)		\$300.00 / hr
Laboratory Director (hourly rate for time at courthouse)		\$350.00 / hr
Travel Rate for Hour of Travel outside of Omaha Area		\$50.00/hr
Additional Travel Expenses Reimbursed at State Rates		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
6/4/2024

COUNCIL MEETING DATE: 06/04/2024		SUBMITTED BY: Rich Severson, Finance 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 of Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB)

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this MOU is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The policy reflected in the attached MOU aims to mitigate compensation factors that contribute to turnover and boost recruitment, helping to ensure a stable workforce and foster a positive work environment. Wages for many positions show that Bellevue entry-level pay is the lowest out of Council Bluffs, Omaha, Papillion, Ankeny, LaVista, Sarpy, Pottawattamie, and Douglas County by an average of \$4.01 per hour. While this does not bring us above our competitors, these adjustments bring us within a competitive range. In addition to not keeping up with competitor wages, the current agreement only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. Compounded cost of this increase with the already agreed upon cost of living for next year will be approximately \$300,000. Lastly, the City's Annual upgrade study has been completed and there are departmental structural/wage changes associated with that.

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:

Approve Memorandum of Understanding with the Civilian Employee Association of Bellevue.

ATTACHMENTS:

1. <input type="text" value="Memorandum of Understanding with CEAB"/>	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:



MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Civilian Employee’s Association of Bellevue (“CEAB”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the CEAB (collectively, the “Parties”) have identified an area of the Agreement that is required to be revised to accurately reflect new compensation that is responsive to the needs of the City in regards to employee recruitment and retention; and therefore the Parties desire to enter into the following Memorandum of Understanding (“MOU”).

1. Unless otherwise agreed upon herein, this MOU is effective for the remaining term of the Agreement.
2. The Parties hereby agree that Appendix A (Pay Scale) shall be replaced by newly agreed upon wages:

Effective April 21, 2024 (May 10, 2024 Paycheck)									
Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.43	19.34	20.23	21.15	22.13	23.15	24.22	25.33	26.54
Accounting Clerk II	22.13	22.97	23.85	24.76	25.70	26.68	27.70	28.77	29.87
AEO I Parks	19.16	19.92	20.71	21.54	22.38	23.27	24.18	25.14	26.13
AEO I Streets	20.98	21.60	22.27	22.95	23.65	24.37	25.11	25.86	26.67
AEO II Parks/Streets	22.62	23.47	24.34	25.24	26.16	27.15	28.02	28.92	29.86
AEO III Street	24.73	25.55	26.41	27.30	28.21	29.15	29.98	30.83	31.69
Automotive Mechanic II	24.32	25.06	25.87	26.67	27.49	28.33	29.20	30.10	31.02
Automotive Services	17.82	18.46	19.12	19.81	20.51	21.24	22.00	22.78	23.58
Building Inspector	25.94	27.04	28.19	29.40	30.65	31.96	33.32	34.74	36.23
Cemetery Caretaker I	17.71	18.60	19.54	20.53	21.57	22.66	23.81	25.02	26.31
Cemetery Caretaker II	19.29	20.50	21.78	23.14	24.59	26.13	27.77	29.51	31.37
Clerk II	17.91	18.65	19.43	20.23	21.07	21.95	22.86	23.82	24.81
Code Enforcement Inspector	22.29	23.35	24.46	25.63	26.84	28.12	29.46	30.86	32.32
Code Enforcement Tech	21.77	22.73	23.74	24.79	25.88	27.03	28.22	29.47	30.78
Custodial Worker	15.82	16.42	17.04	17.69	18.36	19.06	19.69	20.33	21.00
Electric Mechanic	24.89	25.66	26.44	27.25	28.08	28.93	29.80	30.70	31.63
Electrical Inspector	27.28	28.37	29.49	30.65	31.87	33.14	34.44	35.80	37.22
Fab Maint Worker/Equip Tech	21.42	22.21	23.02	23.86	24.73	25.64	26.58	27.56	28.58
Fabrication Tech	23.76	24.57	25.40	26.26	27.15	28.08	29.04	30.03	31.05
Fleet Technician I	20.15	20.78	21.43	22.10	22.79	23.50	24.23	24.99	25.77
Fleet Technician II	24.78	25.77	26.82	27.91	29.05	30.23	31.46	32.74	34.07
Fleet Technician III	27.31	28.19	29.10	30.04	31.01	32.01	33.04	34.10	35.18
Landscape Specialist	20.36	21.19	22.04	22.94	23.87	24.83	25.84	26.89	27.97
Librarian I	26.44	27.42	28.44	29.50	30.60	31.75	32.93	34.16	35.42
Library Clerk	13.31	13.78	14.27	14.77	15.28	15.82	16.30	16.79	17.29
Library Specialist	22.20	23.07	23.97	24.90	25.88	26.89	27.94	29.04	30.16
Maintenance Worker I	19.51	20.20	20.91	21.65	22.41	23.19	23.99	24.81	25.32
Maintenance Worker II	22.16	22.92	23.70	24.51	25.35	26.21	26.99	27.77	28.57
Maintenance Worker III	24.22	24.94	25.68	26.45	27.23	28.04	28.73	29.44	30.16
Mini Bus Driver	14.17	14.75	15.36	15.99	16.64	17.32	17.94	18.58	19.25
P&I Tech	21.93	22.90	23.91	24.96	26.06	27.21	28.42	29.67	30.98
Parts Keeper II	24.24	25.06	25.90	26.78	27.69	28.62	29.59	30.59	31.64
Partskeeper I	18.80	19.48	20.18	20.90	21.65	22.42	23.23	24.06	24.93
Plumber Building Maintenance	23.21	23.98	24.78	25.61	26.45	27.33	28.24	29.19	30.16
Plumbing/Mechanical Inspector	26.89	28.01	29.16	30.36	31.62	32.93	34.29	35.70	37.17
Property & Evidence Tech	22.15	23.10	24.08	25.12	26.20	27.32	28.50	29.73	30.99
Public Works Inspector	27.08	28.21	29.40	30.62	31.90	33.24	34.63	36.08	37.58
Records Technician	19.13	19.88	20.66	21.47	22.32	23.20	24.11	25.07	26.06
Safety Inspector	25.95	27.05	28.20	29.40	30.64	31.95	33.31	34.73	36.23
Secretary	19.80	20.64	21.51	22.42	23.36	24.35	25.38	26.46	27.60
Senior Fire Tech	27.31	28.19	29.10	30.05	31.01	32.00	33.02	34.08	35.18
Senior Technician	27.31	28.19	29.10	30.05	31.01	32.00	33.02	34.08	35.18
Traffic Sign Tech	25.15	25.92	26.71	27.53	28.37	29.23	29.98	30.74	31.52
Traffic Sign/Signal Technician	27.58	28.52	29.50	30.51	31.55	32.63	33.75	34.90	36.09
W/W Collections Crew Leader	25.84	26.85	27.89	28.97	30.11	31.28	32.50	33.76	35.08
W/W Maintenance Crew Leader	26.64	27.79	28.99	30.25	31.56	32.92	34.34	35.82	37.36
W/W Maintenance Mechanic	23.49	24.29	25.11	25.97	26.84	27.75	28.69	29.65	30.65
W/W Maintenance Repairer	21.73	22.70	23.71	24.76	25.86	27.01	28.20	29.46	30.77
W/W Maintenance Technician	22.97	23.83	24.73	25.67	26.64	27.65	28.69	29.77	30.90
W/W Maintenance Worker	18.70	19.46	20.24	21.05	21.90	22.78	23.70	24.66	25.67

Effective October 1, 2024 (2.00%)

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.86	19.73	20.63	21.57	22.57	23.61	24.70	25.84	27.07
Accounting Clerk II	22.57	23.43	24.33	25.26	26.21	27.21	28.25	29.35	30.47
AEO I Parks	19.54	20.32	21.12	21.97	22.83	23.74	24.66	25.64	26.65
AEO I Streets	21.38	22.03	22.72	23.41	24.12	24.86	25.61	26.38	27.20
AEO II Parks/Streets	23.07	23.94	24.83	25.74	26.70	27.69	28.58	29.50	30.48
AEO III Street	25.22	26.06	26.94	27.85	28.77	29.73	30.58	31.45	32.32
Automotive Mechanic II	24.81	25.58	26.39	27.20	28.04	28.90	29.78	30.70	31.64
Automotive Servicer	18.18	18.83	19.50	20.21	20.92	21.68	22.44	23.24	24.08
Building Inspector	26.46	27.58	28.75	29.99	31.26	32.60	33.99	35.43	36.95
Cemetery Caretaker I	18.06	18.97	19.93	20.94	22.00	23.11	24.29	25.52	26.84
Cemetery Caretaker II	19.68	20.91	22.22	23.61	25.09	26.66	28.33	30.10	32.00
Clerk II	18.27	19.02	19.82	20.63	21.49	22.39	23.32	24.30	25.31
Code Enforcement Inspector	22.74	23.82	24.95	26.14	27.38	28.68	30.05	31.48	32.97
Code Enforcement Tech	22.21	23.18	24.21	25.29	26.40	27.57	28.78	30.06	31.40
Custodial Worker	16.14	16.75	17.38	18.04	18.73	19.44	20.08	20.74	21.42
Diesel Mechanic	25.40	26.17	26.97	27.80	28.64	29.51	30.40	31.31	32.26
Electrical Inspector	27.83	28.94	30.08	31.26	32.51	33.80	35.13	36.52	37.96
Fab Maint Worker/Equip Tech	21.85	22.65	23.48	24.34	25.22	26.15	27.11	28.11	29.15
Fabrication Tech	24.24	25.06	25.91	26.79	27.69	28.64	29.62	30.63	31.67
Fleet Technician I	20.55	21.19	21.85	22.53	23.23	23.96	24.71	25.48	26.29
Fleet Technician II	25.26	26.29	27.36	28.47	29.63	30.84	32.09	33.40	34.75
Fleet Technician III	27.86	28.76	29.68	30.63	31.61	32.63	33.68	34.76	35.88
Landscape Specialist	20.77	21.61	22.48	23.40	24.35	25.33	26.36	27.43	28.53
Librarian I	26.97	27.97	29.01	30.09	31.21	32.39	33.59	34.84	36.13
Library Clerk	13.58	14.06	14.56	15.07	15.59	16.14	16.63	17.13	17.64
Library Specialist	22.64	23.53	24.45	25.40	26.40	27.43	28.50	29.62	30.76
Maintenance Worker I	19.90	20.60	21.33	22.08	22.86	23.65	24.37	25.10	25.83
Maintenance Worker II	22.60	23.38	24.17	25.00	25.86	26.73	27.53	28.33	29.14
Maintenance Worker III	24.70	25.44	26.19	26.98	27.77	28.60	29.30	30.03	30.76
Mini Bus Driver	14.45	15.05	15.67	16.31	16.97	17.67	18.30	18.95	19.64
P&I Tech	22.37	23.36	24.39	25.46	26.58	27.75	28.99	30.26	31.60
Parts Keeper II	24.72	25.56	26.42	27.32	28.24	29.19	30.18	31.20	32.27
Partskeeper I	19.18	19.87	20.58	21.32	22.08	22.87	23.69	24.54	25.43
Plumber Building Maintenance	23.67	24.46	25.28	26.12	26.98	27.88	28.80	29.77	30.76
Plumbing/Mechanical Inspector	27.43	28.57	29.74	30.97	32.25	33.59	34.98	36.41	37.91
Property & Evidence Tech	22.59	23.56	24.56	25.62	26.72	27.87	29.07	30.32	31.61
Public Works Inspector	27.62	28.77	29.99	31.23	32.54	33.90	35.32	36.80	38.33
Records Technician	19.51	20.28	21.07	21.90	22.77	23.66	24.59	25.57	26.58
Safety Inspector	26.47	27.59	28.76	29.99	31.25	32.59	33.98	35.42	36.95
Secretary	20.20	21.05	21.94	22.87	23.83	24.84	25.89	26.99	28.15
Senior Fire Tech	27.86	28.75	29.68	30.65	31.63	32.64	33.68	34.76	35.88
Senior Technician	27.86	28.75	29.68	30.65	31.63	32.64	33.68	34.76	35.88
Traffic Sign Tech	25.65	26.44	27.24	28.08	28.94	29.81	30.58	31.35	32.15
Traffic Sign/Signal Technician	27.03	27.92	28.83	29.77	30.75	31.76	32.65	33.57	34.48
Ww Collections Crew Leader	26.36	27.39	28.45	29.55	30.71	31.91	33.15	34.44	35.78
Ww Maintenance Crew Leader	27.17	28.35	29.57	30.86	32.19	33.58	35.03	36.54	38.11
Ww Maintenance Mechanic	23.96	24.78	25.61	26.49	27.38	28.31	29.26	30.24	31.26
Ww Maintenance Repairer	22.16	23.15	24.18	25.26	26.38	27.55	28.76	30.05	31.39
Ww Maintenance Technician	23.43	24.31	25.22	26.18	27.17	28.20	29.26	30.37	31.52
Ww Maintenance Worker	19.07	19.85	20.64	21.47	22.34	23.24	24.17	25.15	26.18

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

City of Bellevue, Nebraska

Civilian Employee's Association of Bellevue

By: _____
Mayor Rusty Hike

By: 
Tom Woodard, President

Approved by the Bellevue City Council on this ____ day of _____, 2024.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
6/4/2024

COUNCIL MEETING DATE: 06/04/2024		SUBMITTED BY: Rich Severson, Finance 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 of Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this MOU is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The wages reflected in the attached MOU aim to mitigate compensation factors that contribute to turnover, helping to ensure a stable workforce and foster a positive work environment. In addition to not keeping up with competitor wages, the current agreement only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. In order to maintain parity within wages and remain competitive with surrounding cities, the City and BPMA have agreed to a flat 3% Cost-of-living increase for covered positions effective 04/21/24, for the remainder of this fiscal year. Compounded cost of this increase with the already agreed upon cost of living adjustment for next year will be approximately \$89,000. Lastly, the City's Annual upgrade study has been completed and there was a wage change associated with that.

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:

Approve Memorandum of Understanding with the Bellevue Professional Management Association.

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="Memorandum of Understanding with 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:



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 (collectively, the “Parties”) have identified an area of the Agreement that is required to be revised to accurately reflect new compensation that is responsive to the needs of the City in regard to employee recruitment and retention; and therefore, the Parties desire to enter into the following Memorandum of Understanding (“MOU”).

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. The Parties hereby agree that Appendix C (Wage Scale) shall be replaced by newly agreed upon wages:

Effective April 28, 2024 (5/10/2024 Check Date)

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.03	21.84	22.69	23.56	24.48	25.43	26.42	27.44	28.52	29.63
Assistant Library Director		31.79	32.96	34.17	35.43	36.72	38.06	39.46	40.90	42.40	43.95
Assistant Planning Manager		32.14	33.38	34.67	36.01	37.39	38.82	40.32	41.88	43.50	45.16
Assistant Recreation Superintendent		28.32	29.34	30.39	31.48	32.61	33.78	34.99	36.24	37.54	38.87
Assistant Street Superintendent		31.17	32.24	33.35	34.49	35.68	36.91	38.18	39.49	40.85	42.23
Business Manager		27.72	28.87	30.06	31.30	32.59	33.93	35.32	36.78	38.29	39.86
Chief Building Official		37.69	39.04	40.43	41.88	43.38	44.93	46.54	48.20	49.93	51.71
Community Relations/Social Media Manager		27.77	28.77	29.80	30.87	31.97	33.11	34.30	35.53	36.80	38.11
Code Enforcement Supervisor		32.56	33.75	34.98	36.25	37.58	38.95	40.38	41.86	43.39	44.96
Communications and IT Administrator		33.56	34.80	36.09	37.43	38.82	40.26	41.76	43.30	44.91	46.57
Deputy City Clerk		25.07	26.09	27.17	28.28	29.45	30.66	31.92	33.24	34.61	36.05
Fabrication Supervisor		17.55	18.55	19.61	20.72	21.90	23.16	24.48	25.87	27.35	28.92
Facility Maintenance Superintendent		34.98	36.34	37.75	39.22	40.74	42.33	43.97	45.67	47.45	49.29
Fleet Maintenance Foreman		30.29	31.50	32.76	34.07	35.44	36.86	38.33	39.86	41.46	43.12
Fleet Maintenance Superintendent		35.40	36.90	38.47	40.10	41.80	43.57	45.42	47.35	49.36	51.45
Foreman II - Facility Maintenance		27.40	28.48	29.61	30.78	32.00	33.26	34.58	35.95	37.38	38.87
Foreman II - Parks		29.77	30.93	32.13	33.37	34.66	36.00	37.40	38.85	40.35	41.92
Foreman II - Streets		29.84	30.93	32.05	33.22	34.43	35.68	36.98	38.33	39.72	41.17
Foreman II - Wastewater		28.28	29.51	30.80	32.14	33.53	34.99	36.51	38.10	39.75	41.45
Human Services Manager		28.61	29.79	31.01	32.29	33.62	35.00	36.43	37.94	39.49	41.10
Intelligence Analyst		29.20	30.24	31.32	32.44	33.60	34.80	36.04	37.32	38.65	40.05
Librarian II		29.34	30.50	31.70	32.95	34.25	35.60	37.00	38.46	39.97	41.55
Permits and Inspections Office Manager		29.45	30.46	31.49	32.58	33.69	34.85	36.04	37.27	38.55	39.86
Public Works Engineer I		31.73	32.92	34.15	35.43	36.76	38.13	39.55	41.03	42.56	44.14
Purchasing Agent		30.67	31.84	33.05	34.31	35.62	36.98	38.40	39.86	41.39	42.96
Records Unit Supervisor		23.41	24.38	25.38	26.42	27.50	28.62	29.80	31.02	32.30	33.64
Streets Superintendent		36.36	37.87	39.45	41.09	42.80	44.59	46.45	48.38	50.40	52.48
Technical Support Specialist		28.76	29.88	31.04	32.25	33.51	34.81	36.17	37.58	39.05	40.55
Traffic Sign/Signal Supervisor		26.94	27.95	28.99	30.07	31.19	32.36	33.57	34.83	36.12	37.45
Wastewater and Solid Waste Superintendent		40.29	41.74	43.24	44.79	46.41	48.08	49.82	51.61	53.46	55.40

Effective October 1, 2024

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.45	22.28	23.14	24.03	24.97	25.94	26.95	27.99	29.09	30.22
Assistant Library Director		32.43	33.62	34.85	36.14	37.45	38.82	40.25	41.72	43.25	44.83
Assistant Planning Manager		32.78	34.05	35.36	36.73	38.14	39.60	41.13	42.72	44.37	46.06
Assistant Recreation Superintendent		28.89	29.93	31.00	32.11	33.26	34.46	35.69	36.96	38.29	39.65
Assistant Street Superintendent		31.79	32.88	34.02	35.18	36.39	37.65	38.94	40.28	41.67	43.07
Business Manager		28.27	29.45	30.66	31.93	33.24	34.61	36.03	37.52	39.06	40.66
Chief Building Official		38.44	39.82	41.24	42.72	44.25	45.83	47.47	49.16	50.93	52.74
Community Relations/Social Media Manager		28.33	29.35	30.40	31.49	32.61	33.77	34.99	36.24	37.54	38.87
Code Enforcement Supervisor		33.21	34.43	35.68	36.98	38.33	39.73	41.19	42.70	44.26	45.86
Communications and IT Administrator		34.23	35.50	36.81	38.18	39.60	41.07	42.60	44.17	45.81	47.50
Deputy City Clerk		25.57	26.61	27.71	28.85	30.04	31.27	32.56	33.90	35.30	36.77
Fabrication Supervisor		17.90	18.92	20.00	21.13	22.34	23.62	24.97	26.39	27.90	29.50
Facility Maintenance Superintendent		35.68	37.07	38.51	40.00	41.55	43.18	44.85	46.58	48.40	50.28
Fleet Maintenance Foreman		30.90	32.13	33.42	34.75	36.15	37.60	39.10	40.66	42.29	43.98
Fleet Maintenance Superintendent		36.11	37.64	39.24	40.90	42.64	44.44	46.33	48.30	50.35	52.48
Foreman II - Facility Maintenance		27.95	29.05	30.20	31.40	32.64	33.93	35.27	36.67	38.13	39.65
Foreman II - Parks		30.37	31.55	32.77	34.04	35.35	36.72	38.15	39.63	41.16	42.76
Foreman II - Streets		30.44	31.55	32.69	33.88	35.12	36.39	37.72	39.10	40.51	41.99
Foreman II - Wastewater		28.85	30.10	31.42	32.78	34.20	35.69	37.24	38.86	40.55	42.28
Human Services Manager		29.18	30.39	31.63	32.94	34.29	35.70	37.16	38.70	40.28	41.92
Intelligence Analyst		29.78	30.84	31.95	33.09	34.27	35.50	36.76	38.07	39.42	40.85
Librarian II		29.93	31.11	32.33	33.61	34.94	36.31	37.74	39.23	40.77	42.38
Permits and Inspections Office Manager		30.04	31.07	32.12	33.23	34.36	35.55	36.76	38.02	39.32	40.66
Public Works Engineer I		32.36	33.58	34.83	36.14	37.50	38.89	40.34	41.85	43.41	45.02
Purchasing Agent		31.28	32.48	33.71	35.00	36.33	37.72	39.17	40.66	42.22	43.82
Records Unit Supervisor		23.88	24.87	25.89	26.95	28.05	29.19	30.40	31.64	32.95	34.31
Streets Superintendent		37.09	38.63	40.24	41.91	43.66	45.48	47.38	49.35	51.41	53.53
Technical Support Specialist		29.34	30.48	31.66	32.90	34.18	35.51	36.89	38.33	39.83	41.36
Traffic Sign/Signal Supervisor		27.48	28.51	29.57	30.67	31.81	33.01	34.24	35.53	36.84	38.20
Wastewater and Solid Waste Superintendent		41.10	42.57	44.10	45.69	47.34	49.04	50.82	52.64	54.53	56.51

City of Bellevue, Nebraska

Bellevue Professional Management Association

By: _____
Mayor Rusty Hike

By:  _____
President

Approved by the Bellevue City Council on this 7th day of May 2024.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
6/4/2024

COUNCIL MEETING DATE: June 4, 2024		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240501 - Prairie Hills Development - City Infrastructure

SYNOPSIS/BACKGROUND:

HDR Engineering is to perform professional engineering design services to include: project administration and management; engineering preliminary and final design for roadway, trails, sidewalks, storm and sanitary sewers and street lighting for Ft Crook Rd from HWY 34 north to Grenoble Dr and connections and improvements to Highway 34 ; right-of-way acquisition; utility coordination; topographic survey; geotechnical investigation; environmental services; permitting; and bid phase documentation.

FISCAL IMPACT?: \$423,400 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR engineering INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW240201 Reconstruction Project Professional Design Engineering Services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Prairie Hills Development - City Infrastructure

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR Engineering in the amount not to exceed \$423,400 for professional engineering design services.

ATTACHMENTS:

- 1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature of David Goedeken

Signature of [Name]

Signature of [Name]

**AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
PRAIRIE HILL DEVELOPMENT – CITY INFRASTRUCTURE**

THIS AGREEMENT is made as of this _____ day of June, 2024, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Prairie Hill Development – City Infrastructure (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

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

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be based on Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of \$423,400.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the service within the time periods described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF BELLEVUE, NEBRASKA
"OWNER"

BY: _____

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street
Bellevue, NE 68005

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

NAME: Matthew B. Tondl, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue (OWNER) is proceeding with the public offsite improvements that will serve the proposed Prairie Hill Development (Development) located at the northeast corner of US Highways 75 and 34. The improvements include the preliminary and final design of the Fort Crook Road extension from the current termination at Grenoble Drive to the north edge of the Development and from the south edge of the Development to Highway 34 including Highway 34 improvements including turn lanes.

Items of Work:

1. Fort Crook Road preliminary and final design from the north edge of the Development to Grenoble Drive and from the south edge of the Development to Highway 34.
2. Preliminary and final design of US Highway 34 improvements including turn lanes.
3. Nebraska Department of Transportation (NDOT) coordination for the connection to US Highway 34.
4. Right-of-way (ROW) acquisition for the Fort Crook Road extension.
5. Utility coordination for the planned improvements.
6. Permitting assistance including wetland delineation and development of the preconstruction notification.
7. Preparation of bid documents and bid phase services.

Key Understandings:

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City's offices, NDOT offices, or on site.
3. The design is based upon the attached exhibit labeled: Fort Crook Road Alignment 20240418 with Notes.
4. The following is the Fort Crook Road design criteria:
 - The lane width for Fort Crook Road from the north limits of the development to Grenoble Drive will match existing Fort Crook Road north of Grenoble Drive.
 - The street will be an urban section north of the Development with no parking. Storm sewers will be included.
 - The street width south of the Development will be determined by the turn lane requirements.
 - Roundabouts will be located at Grenoble Drive and Normandy Boulevard.
 - The ROW width will be 100 FT.
 - The recreational trail within the ROW will extend from the north edge of the Development to Grenoble Drive.
 - Streetscape landscaping will not be included north of the Development.

- Decorative street lighting, if used, will terminate at Normandy Boulevard.
 - Design speed: 30 MPH. Posted speed: 25 MPH. Classification: Collector.
5. The Fort Crook Road extension will cross three private properties north of the Development. The scope of work includes identification of the ROW and temporary easements necessary for the street construction; preparation of the ROW and easement documents; and negotiation with the property owners on behalf of OWNER. The scope of work assumes three impacted properties.
 6. One property is located within a platted subdivision. The replatting of the lot is not included in this scope of work.
 7. The platting of the property immediately north of the Development is not included in this scope of work.
 8. Development of traffic projections and the traffic study for the interchange is not included in this scope of work.
 9. The ROW, street alignment, trail alignment, and storm sewer requirements for Fort Crook Road will be communicated to the Development designers.
 10. OWNER will execute the associated permits and pay all permit fees.
 11. The scope of work includes obtaining the right of entry for survey and geotechnical investigations.
 12. Eminent domain support is not included in the scope of work.
 13. Storm sewers will be routed to existing outfall channels. The scope of work does not include the design of a storm sewer pump station.
 14. Storm sewer system design will be in accordance with the current edition of the Omaha Regional Stormwater Design Manual (ORSDM).
 15. Development designers will meet the ORSDM requirements for matching pre and post development flows within the development. No offsite design is included to meet water quality or quantity requirements.
 16. Development of a post construction stormwater management plan (PCSMP) is not included in this scope of work.
 17. Design of public sanitary sewer is not included in this scope of work.
 18. The topographic survey of the proposed roadway alignment and development of ROW exhibits will be completed by JEO Consulting as a subconsultant.
 19. The geotechnical investigation for the Fort Crook Road improvements will be completed by Terracon as a subconsultant.
 20. The scope of work includes wetland delineation and preparation of a preconstruction notification. Wetland mitigation planning and design, cultural resource surveys, and species-specific habitat surveys are not anticipated due to the limited area of impact and are not included in the scope of work.
 21. It is assumed that impacts to waters of the U.S. are less than 0.5 acre and that the project could be authorized via Nationwide Permit and that neither a Section 404 Individual Permit, nor a Section 401 Individual Water Quality Certification are necessary.
 22. No federal funding nor understood NEPA nexus is assumed.
 23. The plans, specifications, and design report will be submitted to NDOT for review.
 24. ENGINEER will use HDR CADD standards and City of Omaha and NDOT Standard Specifications for the development of the construction documents.

25. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
26. Construction phase services are not included in this scope of work but can be added as an amendment.
27. Plan development will follow the City of Omaha Plan Checklist for street improvements and City of Bellevue Subdivision Regulations.
28. The scope of work includes the design of the electrical infrastructure to serve the decorative streetlights from the north edge of the Development to Normandy Boulevard and for the modification of the streetlights on Highway 34.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT – FINAL DESIGN

Objective: Provide management activities over the Project duration including planning; organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals and conduct monthly coordination meetings with the OWNER and Developer.

HDR Activities

110 – Project Management

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Utility coordination.

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information required from the City.
- Attend one meeting on site with City personnel to review list of required information.
- Summarize and distribute meeting notes.

130 – Developer Coordination Meetings

- Participate in monthly coordination meetings with OWNER and Development Project Team. Assume up to 8 virtual meetings.

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of geotechnical investigation and topographic survey and review for completeness

HDR Activities **210 – Geotechnical Investigation**

- Complete the geotechnical investigation for the road.
- Complete the geotechnical report.

220 – Topographic Survey

- Complete topographic survey.
- Complete boundary survey.

TASK 300 - DEVELOPMENT OF ROADWAY FINAL DOCUMENTS

Objective: Preparation of the roadway plans and specifications to the 100% level of completion and obtain regulatory approval for Fort Crook Road north of the Development and from the south edge of the Development to Highway 34 including the Highway 34 improvements.

HDR Activities **310 – Development of Preliminary Plans**

- Confirm roadway section, design speed, and ROW width.
- Establish preliminary roadway alignment and grades.
- Develop preliminary plans per the 30% checklist.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.
- Submit plans to OWNER for review.
- Attend one plan review meeting at City offices.
- Summarize and distribute the review meeting summary.

320 – Development of 60 Percent Plans and Specifications

- Develop plans and specifications to 60 percent level of completion in accordance with the checklist.
- Mass grading calculations.
- Storm water calculations.
- Streetlight design.
- Trail design.
- Turn lane design.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

- Provide plans to the utility companies and request information on existing infrastructure.
- Follow up on existing infrastructure.
- Incorporate information into the plans.
- Submit plans and specifications to OWNER for review.
- Attend one plan review meeting at City offices or on site.
- Summarize and distribute the 60% review meeting summary.

330 – Develop Plans and Specifications to 95%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion per the checklist.
- Finalize storm water pollution prevention plan (SWPPP).
- Finalize technical specifications.
- Prepare bid form and complete City of Bellevue front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.
- Submit plans and specifications to OWNER for review.
- Attend one plan review meeting at City offices.
- Summarize and distribute meeting summary.

340 – NDOT Coordination

- Conduct preliminary meeting with NDOT and OWNER personnel to discuss the connection to Highway 34.
- Complete electronic submittal of plans and specifications to NDOT for review and approval. Submittals to NDOT will match the submittal schedule to OWNER.

350 – Permitting

- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Initiate project on PERMIX for City of Bellevue grading permit.
- Prepare NDOT 19 Application to Occupy Right of Way and NDOT 22 Application to Construct Access for OWNER execution.

360 – Bid Phase Services

- Provide the notice to bidders to OWNER for publication.
- Provide plans and specifications in electronic format to OWNER.
- Respond to up to 8 RFI's.

- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables: 60 percent contract documents for review.
 95 percent contract documents for review.
 100 percent bidding documents.
 NDOT submittals.
 NDOT permit applications.
 City of Bellevue grading permit application.
 Sarpy County permit applications.
 Pre-bid meeting notes and addenda.
 Letter of Recommendation.

TASK SERIES 400 – RIGHT OF WAY SERVICES

Objective: Provide ROW services for the acquisition of the ROW and temporary easements for the proposed Fort Crook Road extension. Assume three properties for ROW and temporary easements.

HDR Activities

410 – Title and Valuation Research

- Research Ownership and encumbrances of parcels to be acquired.
- Provide title certificate.
- Coordinate clearing of any clouds on title as necessary.
- Obtain and review appraisals.

420 – Exhibits

- Prepare ROW and temporary easement exhibits and legal descriptions.

430 – Property Owner Contacts

- Documentation of owner contacts in a Field Journal.
- Secure Right-of-Entry from property owner in advance of survey and geotechnical investigations.
- Conduct a total of five in-person informational and negotiation meetings with property owner.
- Provide accepted, signed, and notarized documents to City for approval.
- Record executed documents at Sarpy County Register of Deeds.

TASK SERIES 500 – ENVIRONMENTAL SURVEYS AND PERMITTING

Objective: Conduct a wetland delineation and prepare necessary documentation to receive Clean Water Act Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE).

HDR Activities **510 – Nebraska SHPO Early Coordination**

- Coordinate with Nebraska State Historic Preservation Office regarding compliance with Section 106 of the National Historic Preservation Act.
- Effort includes developing letter to SHPO to determine the need for survey.

520 – Wetland Delineation

- Delineate and characterize the type, size, and location of identified wetlands and stream channels within the study area, in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and the associated Midwest Regional Supplement. Agricultural wetland determination and field verification would also be completed.
- Document findings in a Wetland Delineation Report.
- Deliverables include one (1) Wetland Delineation Report (electronic deliverable) and one (1) GIS Wetland Geodatabase (electronic deliverable).

530 – Clean Water Act Section 404 Nationwide Permit

- Prepare a Pre-Construction Notification (PCN) for purpose of USACE review and permit authorization. This effort includes a US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) analysis in support of the PCN. Effort to respond to USACE questions regarding the PCN is included.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 ADDITIONAL SERVICES

ENGINEER shall promptly notify OWNER in writing of additional services outside of this scope of work due to a request by the OWNER or permitting agency. ENGINEER shall not proceed with additional services unless authorized in writing by OWNER.

Additional services completed without OWNER authorization will not be considered for payment.

PART 5.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Payment of all permit fees.
2. Timely review of submitted documents – estimated two weeks.
3. Payment for all Right of way acquisitions and easements.

PART 6.0 PERIODS OF SERVICE:

Notice to Proceed	June 4, 2024
30 Percent Submittal	August 30, 2024
60 Percent submittal	November 8, 2024
95 Percent submittal	December 20, 2024
Construction	March 2025 – May 2026

LEGEND

- 1 REACH - PHASE 1
- 2 REACH - FUTURE PHASE
- 3 MIXED-USE BUILDING
 - GROUND-LEVEL COMMERCIAL OR OFFICE
 - UPPER LEVELS RESIDENTIAL
- 4 PODIUM APARTMENT BUILDING
- 5 APARTMENT BUILDING
- 6 HOTEL
- 7 PARKING STRUCTURE (4 LEVELS)
 - NO INTERNAL RAMPING
 - GRADE-SEPARATED ENTRANCES PER LEVEL
- 8 MISSING MIDDLE HOUSING (6-, 7-, & 8-FLEXES)
- 9 PRIVATE GARAGES
- 10 TOWNHOMES
- 11 VILLAGE HOMES
- 12 COTTAGE HOMES
- 13 POCKET NEIGHBORHOOD HOMES
- 14 SHARED-SPACE STREET & AUTO COURT/PLAZA
- 15 TOWN CENTER COMMONS
- 16 SCULPTURE PARK
- 17 NEIGHBORHOOD PARK
- 18 FORMAL COMMUNITY GREEN
- 19 MULTI-USE SIDE PATH
- 20 NATURE/HIKING TRAIL
- 21 WAYFINDING FEATURE / PUBLIC ART / SIGNAGE
- 22 NATIVE PRAIRIE LANDSCAPING
- 23 PRESERVED NATURAL WOODLANDS/RAVINES
- 24 FEATURE STORMWATER BASINS
- 25 REALIGNED HIGH-VOLTAGE OVERHEAD POWER LINE EASEMENT
- 26 EXISTING CELL PHONE TOWER

Fort Crook Road:
 No parking north of development.
 Urban street section with curbs
 Plan for streetscape but do not include trees, etc.
 Extend trail to Grenoble Drive.
 Design speed 25 mph.
 Classification: collector.
 Design vehicle: Ladder truck.
 Streetlights: can be decorative south of Normandy Boulevard.
 Match paving section to the north of Grenoble.
 Roundabouts are acceptable at Grenoble and Normandy Boulevard.

100 FT ROW for Fort Crook Road through development

Development:
 No bioswales.
 Corner nodes are acceptable.
 Decorative streetlights are acceptable.
 Street ROW will be building face to building face.
 Streetscape plantings will depend on who maintains.
 Streetscape improvements will be in accordance with the master plan.

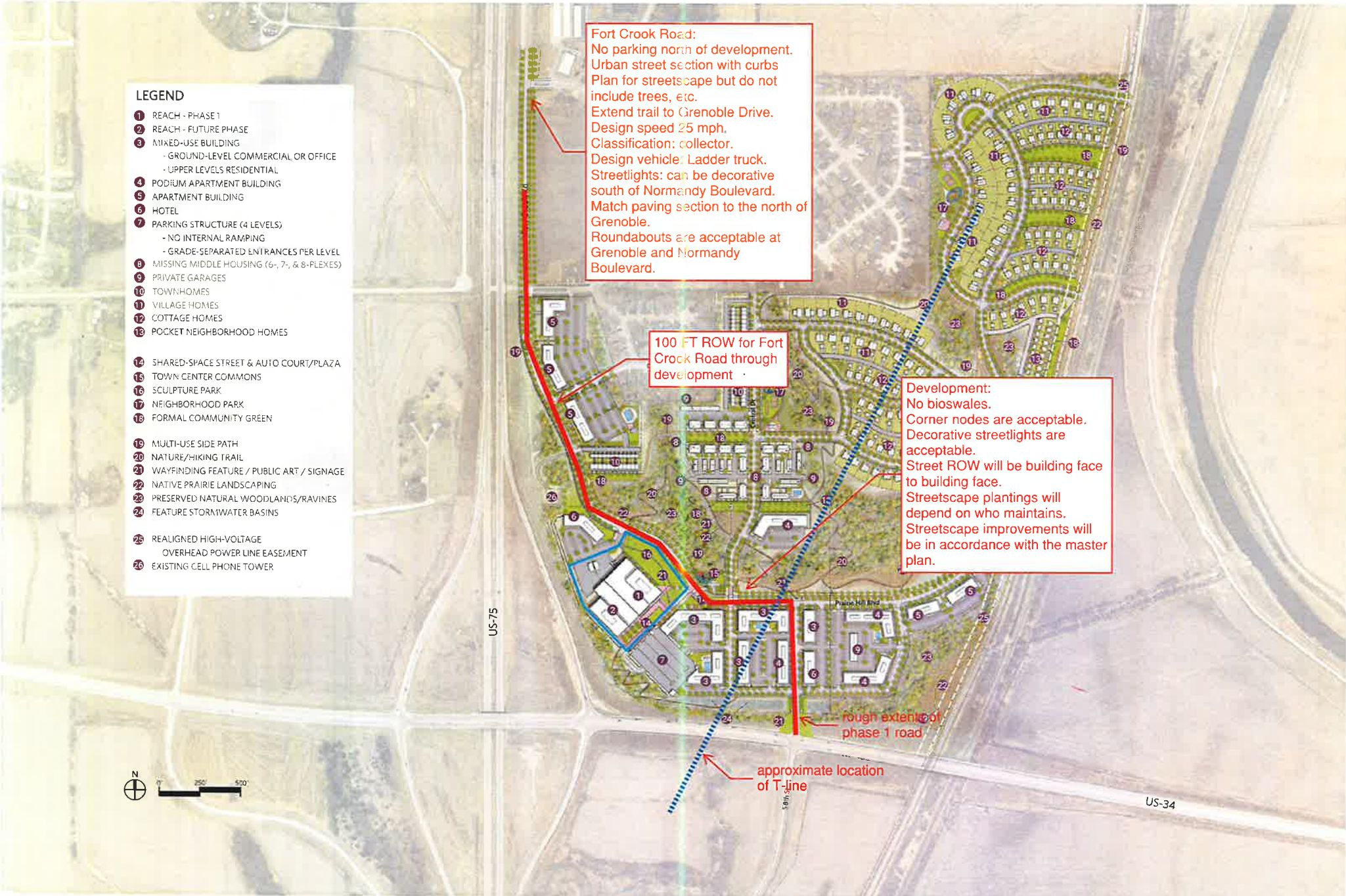
rough extent of phase 1 road

approximate location of T-junction



US-75

US-34





May 9, 2024

Chris Koenig, PE
HDR Inc.
1917 South 67th Street
Omaha, NE 6106
D: 402-548-5112
M: 402-676-9815

RE: Bellevue Prairie Hills Development

Mr. Koenig,

We appreciate the opportunity to submit our proposal to complete the topographic & boundary survey work you have requested at the Prairie Hills Development located east of Highway 75 and north of Highway 34.

Scope of Services for City of Bellevue:

- Additional topographic survey from Grenoble Drive to north side of development, approximately 150 feet wide by 3000 feet long route as shown on attached aerial.
- Additional topographic survey for Highway 34 westbound turn lane, approximately 150 feet by 1000 feet long as shown in the red box on attached aerial image.
- Additional topographic survey of median joint lines for Highway 34 eastbound turn lane, approximately 20 feet by 1200 feet long as shown in the blue box on attached aerial image.
- Prepare 3 right-of-way purchase exhibits.
- Prepare 2 temporary easement exhibits.

Fixed Fee: \$12,950

If further discussion concerning this scope of services or fees is necessary, please contact me by email (njensen@jeo.com) or by phone (402-990-3694). If our proposal and attached general conditions are acceptable to you, please sign below and return to me.

Sincerely,

Noah M. Jensen, LS
JEO Consulting Group, Inc

AUTHORIZATION

The undersigned hereby agrees to the scope of services proposed above, general conditions, and authorizes JEO Consulting Group, Inc., to provide services as described.

By: _____

Title: _____

Date: _____



AA Plus South Kennedy Storage

Grenoble Dr

Grenoble Dr

Normandy Blvd

Versailles St

Marsaille Ave

Calais St

Bordeaux Ave

S 10th St

Plateview Rd

Normandy Blvd

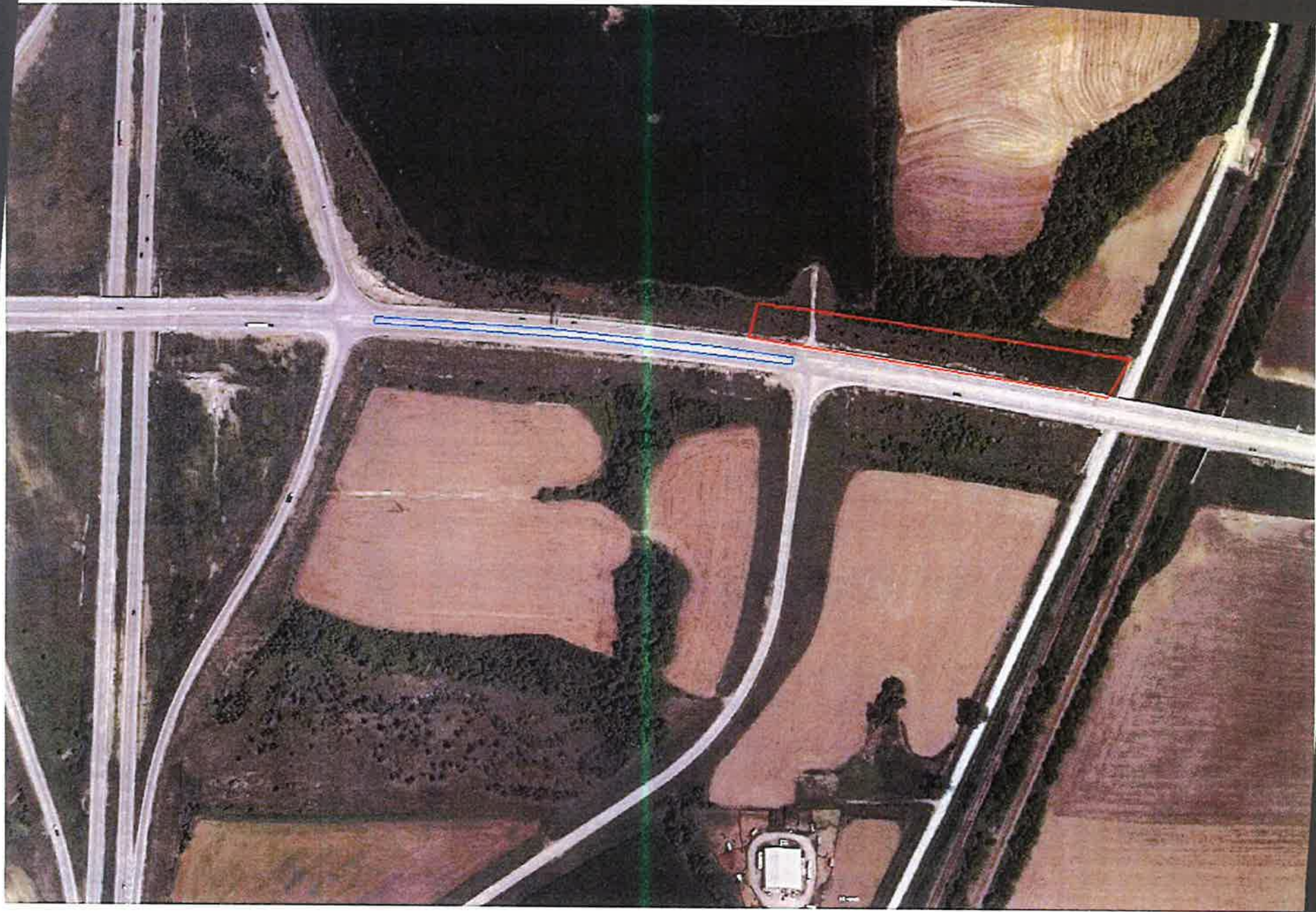
Cedarview Ln

Cedarview Ln

Omaha MotoSports

S 10th St

Image © 2024 Airbus





15080 A Circle
Omaha, Nebraska 68144
P (402) 330-2202
Terracon.com

May 13, 2024

HDR Engineering, Inc.
1917 South 67th Street
Omaha, Nebraska 68106

Attn: Mr. Chris Koenig, P.E.
P: (402) 548-5112
E: chris.koenig@hdrinc.com

RE: Proposal for Geotechnical Engineering Services
Fort Crook Road Improvements
South 8th Street and US-34
Bellevue, Nebraska
Terracon Proposal No. P05245081rev

Dear Mr. Koenig:

We appreciate the opportunity to submit the attached proposal to HDR Engineering, Inc. (HDR) to provide subsurface exploration, laboratory testing, and geotechnical engineering analyses for the referenced project. The attached proposal is organized into the following sections.

Project Information
Scope of Services
Compensation
Schedule
Site Location
Proposed Exploration Plan

Our services will be performed under the terms and conditions of the Master Geotech Subconsultant Agreement between HDR Engineering, Inc. and Terracon dated March 1, 2023. Authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning the attached Task Order, or issuing a Purchase Order referencing the proposal and the MGSA. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Sincerely,
Terracon

Caleb C. Craven, E.I.
Senior Staff Engineer

Distribution: Addressee (pdf)

Michael D. Ringler, P.E.
Senior Engineer

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 03/01/2023 between HDR Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Fort Crook Road Improvements project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 05/13/2024 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See Consultant Proposal No. P05245081rev dated May 13, 2024.

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See Consultant Proposal No. P05245081rev dated May 13, 2024.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

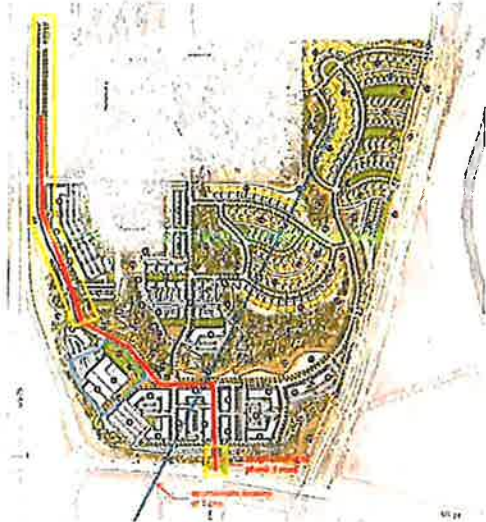
See Consultant Proposal No. P05245081rev dated May 13, 2024.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: Michael D. Ringler Date: **5/13/2024**
Name/Title: **Michael D Ringler / Senior Engineer**
Address: **15080 A Cir**
Omaha, NE 68144-5558
Phone: **(402) 330-2202** Fax: **(402) 330-7606**
Email: **Michael.Ringler@terracon.com**

Client: **HDR Engineering, Inc.**
By: _____ Date: _____
Name/Title: **Chris Koenig**
Address: **1917 S 67th St**
Omaha, NE 68106-2973
Phone: **(402) 548-5112** Fax: _____
Email: **chris.koenig@hdrinc.com**

Project Information

Item	Description
Information Provided	<p>HDR provided the following information:</p> <ul style="list-style-type: none"> ■ Phone calls and emails with HDR ■ Conceptual site plan showing the Fort Crook Road Alignment within the Prairie Hills Development ■ Site Master Plan dated 10/06/23 <p>The beginning of the Fort Crook Road alignment begins at the intersection of South 8th Street and US-34 and ends near Grenoble Drive in Bellevue, Nebraska (see Site Location). The approximate project limits for this geotechnical investigation are bound by the yellow boxes as shown on the below figure.</p>
Parcel Information	
Project Description	<p>The project consists of the construction of concrete-paved streets and installing storm water sewers. Concrete-paved streets will be in accordance with the current version of the City of Omaha Standard Plans and Specifications. Invert and manhole elevations along the storm water alignment is unknown. We assume inverts will be no deeper than 10 feet below final grades.</p>
Grading/Slopes	<p>We understand grading information is unavailable at this time. Cuts and fills of less than 5 feet are assumed to establish finished grades. Final slopes are assumed with a maximum inclination of 3H:1V (Horizontal: Vertical) or flatter.</p>

Scope of Services

Field Exploration

Scope Item		Quantity / Description
Field Exploration	Site Reconnaissance Soil Borings	Site visit for boring layout and survey 8 @ 20' ¹
	<ol style="list-style-type: none"> 1. Depth as requested by client. 	

We must be granted access to the site by the property owner(s). Without information to the contrary, we consider accepting this proposal as authorization to access the property. We assume the site is accessible by our truck-mounted drill rig and 4x4 support vehicle. Based on review of aerial photographs, some of the borings appear to layout on privately owned property. We request HDR or the Owner contact the property owners to permit our access to the property. We request copies of the land access agreements be provided to us prior to mobilization. Our scope does not include negotiating access with property owner(s).

We will conduct field services during normal business hours (Monday through Friday between about 8:00am and 5:00pm). If our exploration must take place over a weekend or outside normal business hours, please contact us so we can discuss time restrictions and adjust our schedule and fee.

We will contact the local "one-call" service for location of public utilities in public easements. Locating private lines on the property is not part of the "one-call." The client is responsible for marking/locating private lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected and similarly deeply buried utilities may not be detected. We are not responsible for damage to utilities that are not made aware to us or utilities that cannot be located due to depth of cover or materials.

We will locate the boring locations (see **Proposed Exploration Plan**) by field measurements with a GPS device which is capable of documenting the exploration point location with about 0.5-foot vertical and 5 feet horizontal accuracy. The locations and elevations should be considered accurate only to the degree implied by these methods.

We will observe and record groundwater levels in the boreholes during drilling and sampling, and again at completion of drilling. Delayed water levels are not included in this scope.

We will backfill borings with auger cuttings and/or bentonite chips.



Laboratory Testing

Scope Item	Quantity	Test Method
Laboratory Testing	ALL	Split Spoons: Moisture Content
	ALL	Shelby Tubes: Moisture Content, Density, Hand Penetrometer and Unconfined Compression (Where Possible)
	2	Atterberg Limits

In the event additional testing is necessary, we will notify you of this need prior to initiating the additional testing and will not proceed without your approval.

Our laboratory testing program will include review of the soil samples by an engineer. Based on the material’s texture and plasticity, we will describe soil samples in general accordance with the Unified Soil Classification System (USCS).

Geotechnical Engineering Reporting

Scope Item	Report Content
Geotechnical Report	<ul style="list-style-type: none"> ■ Soil conditions ■ Groundwater conditions ■ Site preparation and earthwork associated with pavement subgrade preparation and cut-and-cover utility installation ■ Below-grade utility installation considerations (stormwater utilities)

In addition to an emailed report, the report will also be posted to **Compass**, our on-line data presentation and reporting website.



Compensation

Task	Lump Sum Fee
Test Location Staking and Survey, Subsurface Exploration, Laboratory Testing, Geotechnical Reporting	\$8,200

The lump sum fee, which is effective for 90 days from the date on this proposal, considers one drill rig mobilization and no unexpected onsite delays. Our fee will increase for each additional mobilization. A drill crew standby rate of \$350 per hour will be invoiced for unexpected delays.

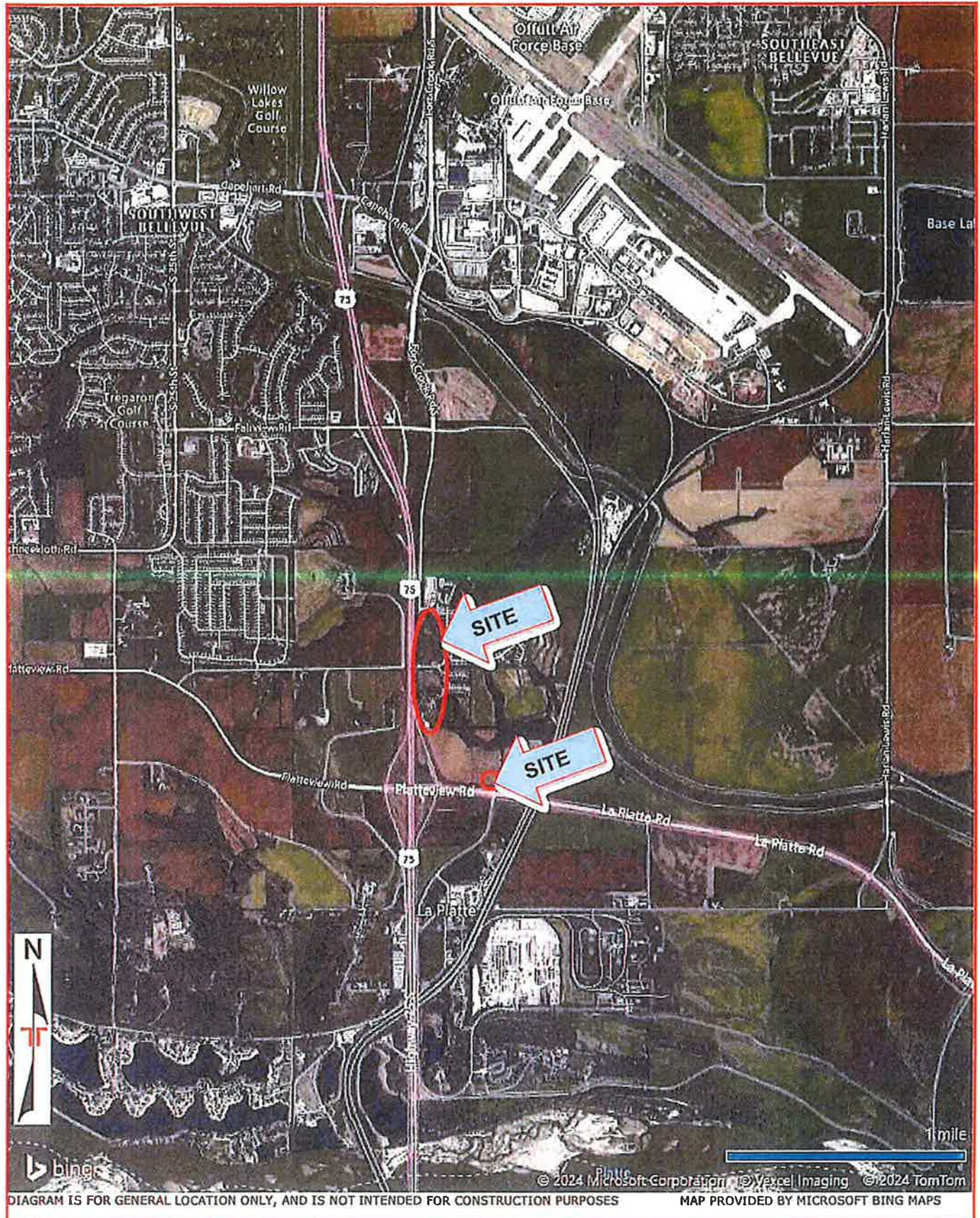
Schedule

GeoReport Stage	Anticipated Posting Date from Notice to Proceed
Project Planning and Schedule Review	3 to 5 days
Site Characterization	10 to 15 days
Geotechnical Engineering	25 to 30 days
1. Standard business days	

We developed a schedule to complete the scope based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, utility clearance, or lack of permission.

When information is needed prior to completing our report, we will provide preliminary recommendations for specific project elements after completing our field exploration and laboratory testing programs.

Site Location



Proposed Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT C

BELLEVUE PRAIRIE HILL DEVELOPMENT - CITY INFRASTRUCTURE

Estimated Man-hours and Fee Summary

May 15, 2024

ESTIMATED MANHOURS SUMMARY																		
TASK SERIES	PM	CONTR	CAD	SECTIO	ROW	ROAD	WAY	ICAL	ELECT	R	ROAD	ROAD	ROAD	ENV.	ENV.	ENV.	ADMIN	TOTA
	KOE	SAYLE	ORTI	N 408		WAY	LEGAL	ENGINE	ICAL	ROAD	WAY	WAY	WAY	SCIEN	SCIEN	SCIEN		L
				0	0	BUER	RUIPIP	ANDER	JERNI	MOOD	DICKE	HEMP	HALL	0	0	0	CUMMI	
Task 100 Project Management																		
110 Project Management	60	8																68
120 Kickoff Meeting	6									4								10
130 Developer Coordination	16																	16
Subtotal Task 100	82	8	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	94
Task 200 Data Collection																		
210 Geotechnical Investigation	4																	4
220 Topographic Survey	4																	4
Subtotal Task 200	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Task 300 Final Documents																		
310 Preliminary Plans	8		4							76	200	180	10					478
320 60 Percent Plans	8		4			40	10	80	60	80	180	180	10				20	672
330 95 Percent Plans	12		4				10	90	60	80	180	160	12				20	628
340 NDOT Coordination	8							10	15	80	40	20						173
350 Permitting	4									20	30						10	64
360 Bid Phase	12							8	4	20	20	10					10	84
Subtotal Task 300	52	0	12	0	0	40	20	188	139	356	650	550	32	0	0	0	60	2099
Task 400 ROW Services																		
410 Title and Valuation Research				6														6
420 Exhibits					20													20
430 Property Owner Contact	8				60													68
Subtotal Task 400	8	0	0	6	80	0	0	0	0	0	0	0	0	0	0	0	0	94
Task 500 Environmental Surveys and Permitting																		
510 NE SHPO Coordination														6		4		10
520 Wetland Delineation	2													25	12	3		42
530 PCN	8													32	20	4		64
Subtotal Task 500	10	0	0	0	0	0	0	0	0	0	0	0	0	63	32	11	0	116
TOTAL	160	8	12	6	80	40	20	188	139	360	650	550	32	63	32	11	60	2411

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 Project Management	Mileage	Cost					
110 Project Management		\$0.00					\$0.00
120 Kickoff Meeting	60	\$40.20		\$10.00			\$50.20
130 Developer Coordination Meetings		\$0.00					\$0.00
Task 200 Data Collection							
210 Geotechnical Investigation		\$0.00					\$0.00
220 Topographic Survey		\$0.00					\$0.00
Task 300 Final Documents							
310 Preliminary Plans	60	\$40.20		\$20.00			\$60.20
320 60 Percent Plans	60	\$40.20		\$20.00			\$60.20
330 95 Percent Plans	60	\$40.20		\$20.00			\$60.20
340 NDOT Coordination	100	\$67.00		\$20.00			\$87.00
350 Permitting		\$0.00		\$20.00			\$20.00
360 Bid Phase	50	\$33.50		\$36.00			\$69.50
Task 400 ROW Services							
410 Title and Valuation Research	500	\$335.00					\$335.00
420 Exhibits		\$0.00		\$590.00			\$590.00
430 Property Owner Contacts		\$0.00					\$0.00
Task 500 Environmental Surveys and Permitting							
510 NE SHPO Coordination		\$0.00					\$0.00
520 Wetland Delineation	100	\$67.00		\$10.00			\$77.00
530 PCN		\$0.00		\$30.00			\$30.00
		\$663.30	\$0.00	\$776.00	\$0.00	\$0.00	\$1,439.30

BELLEVUE PRAIRIE HILL CITY FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 100 Project Management					
110 Project Management	68	\$19,085.72	\$0.00		\$19,085.72
120 Kickoff Meeting	10	\$2,764.88	\$50.20		\$2,815.08
130 Developer Coordination Meetings	16	\$4,776.11	\$0.00		\$4,776.11
Task 200 Data Collection					
210 Geotechnical Investigation	4	\$1,194.03	\$0.00	\$9,020.00	\$10,214.03
220 Topographic Survey	4	\$1,194.03	\$0.00	\$14,245.00	\$15,439.03
Task 300 Final Documents					
310 Preliminary Plans	478	\$71,761.53	\$60.20		\$71,821.73
320 60 Percent Plans	672	\$102,714.83	\$60.20		\$102,775.03
330 95 Percent Plans	628	\$97,540.39	\$60.20		\$97,600.59
340 NDOT Coordination	173	\$32,933.86	\$87.00		\$33,020.86
350 Permitting	64	\$10,251.30	\$20.00		\$10,271.30
360 Bid Phase	84	\$14,933.47	\$69.50		\$15,002.97
Task 400 ROW Services					
410 Title and Valuation Research	6	\$1,027	\$335.00	\$6,215.00	\$7,577.46
420 Exhibits	20	\$3,321	\$590.00		\$3,911.19
430 Property Owner Contacts	68	\$12,352	\$0.00		\$12,351.63
Task 500 Environmental Surveys and Permitting					
510 NE SHPO Coordination	10	\$1,539.12	\$0.00		\$1,539.12
520 Wetland Delineation	42	\$5,592.79	\$77.00		\$5,669.79
530 PCN	64	\$9,498.53	\$30.00		\$9,528.53
TOTAL	2411	\$392,480.88	\$1,439.30	\$29,480.00	\$423,400.18

\$26,677

\$25,653

\$330,492

\$23,840

\$16,737

\$423,400

TOTAL:

\$ 423,400

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 4, 2024		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW#240107 BM 24(1) Award of contract for Replacement Windows for Dist 3 Fire Station #7040

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for Replacement Windows for Dist 3 Fire Station #7040 on March 28 and received no bidders. Per advice of Legal, GP Architecture contacted prospective bidders and requested proposals on May 22. Two bids were received and publicly opened with the low bidder being Snider Construction with a low bid = \$128,800. This is below the Architects estimate of \$162,103.15, but higher than budgeted. After review of the bids received, the low, responsive, responsible bidder, Snider Construction is recommended for the project.

FISCAL IMPACT: \$141,680 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Snider Construction	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Replacement Windows for Dist 3 Fire Station #7040		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 240107 - Replacement Windows for Dist 3 Fire Station #7040		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Replacement Windows for Dist 3 Fire Station #7040	CIP PROJECT NUMBER: BM24(1)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 13	ACCOUNT NUMBER: 7030	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Snider Construction, in the amount of \$128,800 plus a 10% contingency of \$12,880.00, for a total project cost of \$141,680 for the Replacement Windows for Dist 3 Fire Station #7040.

ATTACHMENTS:

- | | | |
|-------------|--------------|-------------|
| 1. Contract | 2. Bid Sheet | 3. Proposal |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna Brakke

[Signature]

[Signature]



AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fourth (4th) day of June in the year Two Thousand Twenty Four (2024)

(Paragraph deleted)

BETWEEN the Owner:

City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

and the Contractor:

Snider Construction Co, Inc.
353 Riverside Drive
Waterloo, NE 68069

for the following Project:

Fire District #3 Window Replacement Project
9400 South 36th Street
Bellevue, NE 68147

The Architect:

GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[®]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[®]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraph deleted)

The date of this Agreement.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By the following date: September 20th, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
Project Completion

Substantial Completion Date
September 20, 2024

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty Eight Thousand Eight Hundred and No/100 Dollars (\$ 128,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
None	

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

Liquidated Damages of Five Hundred Dollars (\$500) per day shall be levied for work not completed by Substantial Completion date. Refer to Paragraph 8.5.A as included in the Supplementary Conditions.

§ 4.6 Other:

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

Retainage may be reduced to five percent (5%) upon reaching fifty percent (50%) project completion.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage. as follows:

A separate pay request shall be submitted for final retainage amount.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment will be released upon completion of final punchlist items.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Paragraphs deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph deleted)

Should the Contract be terminated for convenience by the Owner, any final fees or costs due to the Contractor shall be negotiated between the Owner and Contractor to determine any final costs due.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Mr. John Krager

Init.

AIA Document A101 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:33:09 ET on 05/22/2024 under Order No.3104239851 which expires on 01/08/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

User Notes:

(1747662424)

City of Bellevue Public Works
1500 Wall Street
Bellevue, NE 68005

§ 8.3 The Contractor's representative:

Mr. Earl Snider
Snider Construction Co., Inc.
353 Riverside Drive
Waterloo, NE 68069

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Other provisions:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See Exhibit "A"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "B"			

- .7 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions	February, 2024	10

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See Exhibit "C"

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mr. Rusty Hike, Mayor, City of Bellevue
(Printed name and title)

CONTRACTOR *(Signature)*

Mr. Earl Snider President, Snider Const.
(Printed name and title)

Init.

EXHIBIT "A"

INDEX OF DRAWINGS

GS1.1	COVER SHEET, GENERAL SITE PLAN
AD1.1	MAIN FLOOR DEMOLITION PLAN, NOTES
AD1.2	UPPER FLOOR DEMOLITION PLAN, NOTES
A1.1	FLOOR PLAN, NOTES, DETAILS
A1.2	UPPER FLOOR PLAN, NOTES
A2.1	BUILDING ELEVATIONS

EXHIBIT "B"

SECTION 00 01 00

DIVISON 0 – CONTRACTING REQUIREMENTS

Section 00 01 05 Certifications Page 1
Section 00 10 00 Invitation To Bid 2
Section 00 21 00 Instructions to Bidders 2
Section 00 41 00 Proposal Form 4
Section 00 45 00 Representations, Certifications and Miscellaneous Forms 4
Section 00 60 00 Project Forms 1
Section 00 70 00 General Conditions 1
Section 00 73 00 Supplementary Conditions 10

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 11 00 Summary of the Work 2
Section 01 25 00 Products and Substitutions 2
Section 01 29 00 Schedules, Reports, Payments 2
Section 01 31 00 Project Management and Coordination 2
Section 01 33 00 Submittals 2
Section 01 50 00 Temporary Facilities 1
Section 01 77 00 Closeout Procedures 2

DIVISON 2 – EXISTING CONDITIONS

Section 02 01 00 Maintenance of Existing Conditions 2
Section 02 06 10 Demolition 2

DIVISON 7 – THERMAL AND MOISTURE PROTECTION

Section 07 92 00 Sealants 3

DIVISON 8– OPENINGS

Section 08 41 00 Aluminum Framing Systems 4
Section 08 88 00 Glazing 3

END OF DOCUMENT

EXHIBIT "C"

ADDITIONAL DOCUMENTS INCLUDED IN CONTRACT

Section 00 01 05	Certifications Page	1
Section 00 10 00	Invitation To Bid	2
Section 00 21 00	Instructions to Bidders.....	2
Section 00 41 00	Bid Documents and Sample Documents	4
Section 00 45 00	Representations, Certifications and Miscellaneous Forms.....	4
Section 00 60 00	Project Forms	1

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "BPW-204107 BFD DISTRICT #3 REPLACEMENT WINDOW PROJECT" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) XXXX issued thereto as follows:

Based Bid Sum of:
One Hundred Twenty Eight Thousand Eight Hundred Dollars and 00 Cents.
(\$ 128,800.00).

The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work by September 15th, 2024. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of 5% (five percent) of the bid price. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

Signature of Bidder - Title

Earl Snider

Typed or Printed Name

Snider Construction Co. Inc.

Name of Company

SECTION 00 41 00
BID DOCUMENTS AND SAMPLE DOCUMENTS

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

PROJECT NAME: "BPW-240107 BFD DISTRICT #3 REPLACEMENT WINDOW PROJECT"
CITY PROJECT NUMBER: BPW-240107
FEDERAL PROJECT NUMBER: N/A

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

BIDDER: 

Project: City of Bellevue
"BPW-204107 BFD DISTRICT #3 REPLACEMENT WINDOW PROJECT"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "BPW-204107 BFD DISTRICT #3 REPLACEMENT WINDOW PROJECT" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 0 issued thereto as follows:

Based Bid Sum of:
ONE HUNDRED THIRTY SEVEN THOUSAND, SEVEN HUNDRED THIRTY Dollars and 00 Cents.
(\$ 137,730.00).

The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work by September 15th, 2024. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 PRESIDENT
Signature of Bidder - Title
Russ Cooper
Typed or Printed Name
MIDWEST DCM
Name of Company

8719 S. 135TH ST. STE. 100
Business Address

OMAHA, NE 68138

079941288
DUNS #

B01490
City of Bellevue Contractor's License #/or
approved equivalent

402-537-3077
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06.04.2024		SUBMITTED BY: Public Works/Street Department	
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:

Replacement of 24" pipe west of 37th & Granada Pkwy

SYNOPSIS/BACKGROUND:

Rusted, failed CMP pipe running west of the limits of the 36th St widening project, Ph1. the existing pipe was tied into as part of the project and extended west of the projects limits, past the storm junction manhole on the west side of the new ROW for 37th & Granada.

FISCAL IMPACT:: \$30,852 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?: N

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Proposal from Heimes Corp to complete emergency repairs

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Granada Pkwy & 37th St - Replace Storm Pipe

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

CIP PROJECT NAME: ST24(07) - Drainage Improvements CIP PROJECT NUMBER: M146(380)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

Recommendation to authorize Heimes Corp to replace failed CMP with 24" HDPE pricing alternative in the amount of \$30,852.

ATTACHMENTS:

1. City Bellevue - 36th and Grande [sic] S
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date **5/06/2024**
Phone **402.293.3127**
Email Bobby.riggs@bellevue.net
Job Info **36th & Grande**
CMP Storm Sewer Repair

Storm Sewer Replacement:

Mobilize to site and vacuum excavate marked utilities
Clear and grub area needed for FES installation
Excavate and remove failed CMP piping
Connect onto existing RCP pipe at field poured collar
Furnish and install 240 LF of 24" RCP storm sewer piping and FES outlet
Install S150 erosion control fabric with seed over work area
Backfill with existing soils

BID PRICE \$ 34,836.00

Notes:

No performance bond has been included
**If 24" HDPE storm sewer piping can be used in lieu of RCP, DEDUCT \$ 3,984.00
No surveying, staking or compaction testing has been included
No coordination or safety protocols with the air base have been included – all communication to be through the City of Bellevue
No maintenance of seeding has been included
No testing or inspections have been included – repair only
*Pricing is based on working directly with City of Bellevue representative – Bobby Riggs – if other engineering firm is to oversee work/direct work, pricing will be recalculated and bid price on this proposal will not be valid

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
6/4/2024

COUNCIL MEETING DATE: June 4, 2024		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240102 CIPST 24(02) Concrete Projects - Package 1 Construction

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice of Bids for CIPST 24(02) - 2024 Concrete Projects - Package 1 on April 24 and received five (5) bids. Upon review of the bids received the lowest responsive and responsible bidder is Swain Construction in the amount of \$421,596.89. Engineer's estimate = \$912,860.00

See attached documentation Disqualification of Low bidder.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Swain Construction, Inc. in the amount of \$421,596.89, plus a 10% contingency of \$42,159.69, for a total project cost of \$463,756.58 for the 2024 Concrete Projects - Package 1

ATTACHMENTS:

1. <input type="text" value="Agreement"/>	2. <input type="text" value="Disqualification of Bidder"/>	3. <input type="text" value="Bid Tab"/>
4. <input type="text" value="Proposal"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Tab Sheet

PROJECT | 2024 Concrete Project - Package 1

JEO PROJECT NO. | 231883.00

LOCATION | Bellevue, Nebraska

PACKAGE 1

Item	Description	Qty.	Unit	2 The T Construction LLC			Swain Construction, Inc.			Burrell Enterprise LLC			Earnest Construction Group			Bay Shore Contractors LLC		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total			
103.101	REMOVE INLET	1	EA	\$ 200.00	\$ 200.00	\$ 416.37	\$ 416.37	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00					
105.140	REMOVE SIDEWALK	4,380	SF	\$ 1.00	\$ 4,380.00	\$ 0.35	\$ 1,533.00	\$ 0.80	\$ 3,504.00	\$ 1.00	\$ 4,380.00	\$ 1.25	\$ 5,475.00					
501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$ 250.00	\$ 250.00	\$ 271.13	\$ 271.13	\$ 28.00	\$ 28.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00					
501.450	ADJUST UTILITY MANHOLE TO GRADE	7	EA	\$ 125.00	\$ 875.00	\$ 330.54	\$ 2,313.78	\$ 250.00	\$ 1,750.00	\$ 400.00	\$ 2,800.00	\$ 125.00	\$ 875.00					
502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	30	LF	\$ 33.35	\$ 1,000.50	\$ 27.46	\$ 823.80	\$ 18.00	\$ 540.00	\$ 30.00	\$ 900.00	\$ 36.00	\$ 1,080.00					
503.000	CONSTRUCT 4" PCC SIDEWALK	4,864	SF	\$ 4.93	\$ 24,127.42	\$ 5.13	\$ 25,106.22	\$ 4.50	\$ 22,023.00	\$ 5.50	\$ 26,917.00	\$ 6.85	\$ 33,523.90					
503.002	CONSTRUCT 6" PCC SIDEWALK	2,036	SF	\$ 5.75	\$ 11,707.00	\$ 6.59	\$ 13,417.24	\$ 5.75	\$ 11,707.00	\$ 6.40	\$ 13,030.40	\$ 7.75	\$ 15,779.00					
503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	\$ 13.34	\$ 400.20	\$ 98.89	\$ 2,966.70	\$ 14.00	\$ 420.00	\$ 30.00	\$ 900.00	\$ 13.00	\$ 390.00					
503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	584	SF	\$ 6.75	\$ 3,942.00	\$ 6.46	\$ 3,772.64	\$ 6.00	\$ 3,504.00	\$ 8.20	\$ 4,788.80	\$ 8.75	\$ 5,110.00					
504.000	CONSTRUCT CURB RAMP	1,584	SF	\$ 10.00	\$ 15,840.00	\$ 7.97	\$ 12,624.48	\$ 14.00	\$ 22,176.00	\$ 37.00	\$ 58,608.00	\$ 30.00	\$ 47,520.00					
504.000	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	576	SF	\$ 26.00	\$ 14,976.00													
702.936	CONSTRUCT GRATE INLET	1	EA	\$ 750.00	\$ 750.00	\$ 2,373.32	\$ 2,373.32	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00					
702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,202.53	\$ 2,202.53	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 800.00	\$ 800.00					
802.002	INSTALL SEEDING (SUBSIDIARY)	1,158	SY	\$ 0.75	\$ 868.50													
802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00					
802.700	INSTALL SODDING (SUBSIDIARY)	1,158	SY	\$ 5.89	\$ 6,820.62													
802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00					
905.032	PERMANENT PAINT MARKING 5" WHITE	225	LF	\$ 1.70	\$ 382.50	\$ 2.61	\$ 587.25	\$ 1.50	\$ 337.50	\$ 5.00	\$ 1,125.00	\$ 3.75	\$ 843.75					
905.033	PERMANENT PAINT MARKING 5" YELLOW	350	LF	\$ 1.70	\$ 595.00	\$ 2.61	\$ 913.50	\$ 1.50	\$ 525.00	\$ 5.00	\$ 1,750.00	\$ 3.75	\$ 1,312.50					
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 2,610.00	\$ 2,610.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00					
1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	3,979	SY	\$ 58.00	\$ 230,782.00	\$ 64.81	\$ 257,878.99	\$ 87.00	\$ 346,173.00	\$ 82.00	\$ 326,278.00	\$ 86.00	\$ 342,194.00					
1002.100	REPAIR CURB AND GUTTER	2,413	LF	\$ 6.15	\$ 14,839.95	\$ 15.54	\$ 37,498.02	\$ 22.00	\$ 53,086.00	\$ 30.00	\$ 72,390.00	\$ 38.00	\$ 91,694.00					
1002.300	REPAIR MEDIAN SURFACING	10	SF	\$ 7.50	\$ 75.00	\$ 16.51	\$ 165.10	\$ 250.00	\$ 2,500.00	\$ 10.00	\$ 100.00	\$ 11.00	\$ 110.00					
1002.307	ADJUST INLET TO GRADE	1	EA	\$ 50.00	\$ 50.00	\$ 554.01	\$ 554.01	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 250.00	\$ 250.00					
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	21	EA	\$ 2,557.00	\$ 53,697.00	\$ 2,426.61	\$ 50,958.81	\$ 2,600.00	\$ 54,600.00	\$ 3,700.00	\$ 77,700.00	\$ 4,350.00	\$ 91,350.00					
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,350.00	\$ 4,350.00					
BASE BID TOTAL (ADJUSTED)					\$ 377,003.57	(1)	\$ 421,596.89		\$ 549,583.50		\$ 613,877.20	(2)	\$ 652,767.15					
4/24/2024 - Base Bid Total:					\$ 399,668.69						\$ 615,605.26							

(1) 2 The T Construction -
a) Bid Items 504.100, 802.002 and 802.700 are Subsidiary to other items of work and deducted from Total Base Bid
b) Bid Item 1004.400 incorrectly totaled on Bid Form

(2) Earnest Construction Group -

**SECTION 00 41 00
BID FORM FOR CONSTRUCTION CONTRACT**

PROJECT IDENTIFICATION

Project Name: 2024 Concrete Project - Package 1
JEO Project No.: 231883.00

SWAIN CONSTRUCTION, INC 4/24/24

NAME OF BIDDER **DATE**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1-OWNER AND BIDDER

- 1.01 This Bid is submitted to:
**City of Bellevue
Public Works Department
Attn: David Goedecken
1510 Wall Street
Bellevue, NE 68005**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - ~~B. List of Proposed Subcontract;~~
 - ~~C. List of Proposed Suppliers;~~
 - ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
 - ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
 - ~~F. Required Bidder Qualification Statement with supporting data; and~~

ARTICLE 3-BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
PACKAGE 1					
103.101	REMOVE INLET	1	EA	\$416.37	\$416.37
105.140	REMOVE SIDEWALK	4,380	SF	\$0.35	\$1,533.00
501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$271.13	\$271.13
501.450	ADJUST UTILITY MANHOLE TO GRADE	7	EA	\$330.54	\$2,313.78
502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	30	LF	\$27.46	\$823.80
503.000	CONSTRUCT 4" PCC SIDEWALK	4,894	SF	\$5.13	\$25,106.22
503.002	CONSTRUCT 6" PCC SIDEWALK	2,036	SF	\$6.59	\$13,417.24
503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	\$98.89	\$2,966.70
503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	584	SF	\$6.46	\$3,772.64
504.000	CONSTRUCT CURB RAMP	1,584	SF	\$7.97	\$12,624.48
504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY- SUBSIDIARY)	576	SF		
702.936	CONSTRUCT GRATE INLET	1	EA	\$2,373.32	\$2,373.32
702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$2,202.53	\$2,202.53
802.002	INSTALL SEEDING (SUBSIDIARY)	1,158	SY		
802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$4.00	\$40.00
802.700	INSTALL SODDING (SUBSIDIARY)	1,158	SY		
802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$7.00	\$70.00

Item No.	Description	Quantity	Unit	Unit Price	Total
905.032	PERMANENT PAINT MARKING 5" WHITE	225	LF	\$2.61	\$587.25
905.033	PERMANENT PAINT MARKING 5" YELLOW	350	LF	\$2.61	\$913.50
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS		\$2,610.00
1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	3,979	SY	\$64.81	\$257,878.99
1002.100	REPAIR CURB AND GUTTER	2,413	LF	\$15.54	\$37,498.02
1002.300	REPAIR MEDIAN SURFACING	10	SF	\$16.51	\$165.10
1002.307	ADJUST INLET TO GRADE	1	EA	\$554.01	\$554.01
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	21	EA	\$2,426.61	\$50,958.81
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS		\$2,500.00

BASE BID TOTAL

\$421,596.89

BIDDER

SWAIN CONSTRUCTION, INC

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – BASIS OF BID – COST PLUS FEE

Deleted

ARTICLE 5 – PRICE PLUS TIME BID

Deleted

ARTICLE 6-TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted
- 6.03 Deleted
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.05 Bidder agrees that the start date for the work will be 10 days after issuance of Notice to Proceed.

ARTICLE 7-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 7.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	4/23/24

ARTICLE 8-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

EJCDC® C-410, Bid Form for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,


and American Society of Civil Engineers. All rights reserved.

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

SWAIN CONSTRUCTION, INC
(typed or printed name of organization)


By: 
(individual's signature)

Name: Greg Armstrong
(typed or printed)

Title: President
(typed or printed)

Date: 4-24-24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Michelle Lyons
(typed or printed)

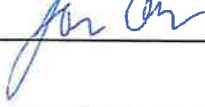
Title: CFO
(typed or printed)

Date: 4-24-24
(typed or printed)

Address for giving notices:

6002 North 89th Circle
Omaha, NE 68134

Bidder's Contact:

Name: JOSH OLES 
(typed or printed)

Title: PM/ESTIMATOR
(typed or printed)

Phone: 402-571-1110

Email: josh@swainomaha.com

Address:

Bidder's Contractor License No.: (if applicable) _____

Disqualification of Low Bidder

PW Project No.: 240102
CIP No. ST 24(02) 2024 Concrete Projects – Package 1
Bid Date: April 24, 2024

The low bidder was 2 the 'T' Construction (Bidder) with a Base Bid Total amount of \$399,670.13 (Item A (1 page)). The bid amounts were re-checked, re-calculated and corrected to an Adjusted Base Bid Total of \$377,668.69 (Item B (1 page)).

The Bidder's failure to submit the required qualifications information within the times indicated disqualified the Bidder from receiving an award of the construct. Below is the timeline of request for information and the failure to submit the required qualifications information:

1. PW Request for Bidder Qualifications dated 4/29/2024:
 - a. Due to PW not being familiar with the contractor, PW sent the attached email dated April 29, 2024 requesting qualifications within five (5) days. 2 the T responded to receipt of the email on April 30, 2024 (Item C (2-pages)). The PW email request included Specification Section 00 21 00 - INSTRUCTION TO BIDDERS FOR CONSTRUCTION CONTRACT, Article 3, Paragraph 3.1 - Qualifications of Bidders (Item D (14-pages), the 4/24 Bid Tab and Tab Sheet with Adjusted Base Bid Total.
2. Bidder Response for Qualification dated May 3, 2024:
 - a. Bidder delivered a packet that included:
 - i. Qualification Statement: The qualification statement was for the City of Gretna EEG Project No. 23-72 & 24-11 and included Bidder 2022 Tax Statement (Item E (34-pages)).

The packet was considered incomplete with NO WRITTEN CONFIRMATION of the following requested items:

- b. Subcontractor and Suppliers:
 - i. Provide list of each with references
- c. Crews:
 - i. Number of available concrete paving crews
 - ii. Number concrete crews committed to this project.
 - iii. Project Superintendent
 1. Contact information: name, phone, email address.
- d. Acceptance of Adjusted Base Bid Total = \$377,668.69
- e. Acceptance of project completion substantial and final dates.

Last, PW contacted JEO Consulting Group to make inquiries of Bidder's work within the area and provide the following:

1. City of Papillion: Concrete subcontractor to Bauer Underground. The project was not far enough along therefore it was too early for Papillion to provide any comments and
2. City of Blair: Small pavement crack & seal project. Blair expressed concern of not knowing them, whether they understood the work due to very low unit costs and requested Bidder's qualifications.

PW Recommendation:

Due to the Bidder's failure to submit the required qualifications information within the times indicated, PW recommends Swain Construction receive award of the construct for PW240102 CIPST 24(02) 2024 Concrete Projects – Package 1 in the amount of \$421,596.89.

Item A - (1 page)

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2024 Concrete Project (Package 1) BPW-240102
DATE: Wednesday, April 24, 2024
TIME: 10:00 AM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Burrell Enterprise LLC	\$549,583.50	X	X
Swain Construction, Inc.	\$421,596.89	X	X
Bay Shore Contractors LLC	\$652,767.15	X	X
2 The 'T' Construction LLC	\$399,670.13	X	X
Earnest Construction Group	\$615,605.26	X	X



Tab Sheet

Item B - 1 page

PROJECT | 2024 Concrete Project - Package 1
 JEO PROJECT NO. | 231983.00
 LOCATION | Bellevue, Nebraska

Item	Description	Qty.	Unit	2 The T Construction LLC		Swain Construction, Inc.		Burrell Enterprise LLC		Earnest Construction Group		Bay Shore Contractors LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
103.101	REMOVE INLET	1	EA	\$ 200.00	\$ 200.00	\$ 416.37	\$ 416.37	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00
105.140	REMOVE SIDEWALK	4,380	SF	\$ 1.00	\$ 4,380.00	\$ 0.35	\$ 1,533.00	\$ 0.80	\$ 3,504.00	\$ 1.00	\$ 4,380.00	\$ 1.25	\$ 5,475.00
501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$ 250.00	\$ 250.00	\$ 271.13	\$ 271.13	\$ 28.00	\$ 28.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00
501.450	ADJUST UTILITY MANHOLE TO GRADE	7	EA	\$ 125.00	\$ 875.00	\$ 330.54	\$ 2,313.78	\$ 250.00	\$ 1,750.00	\$ 400.00	\$ 2,800.00	\$ 125.00	\$ 875.00
502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	30	LF	\$ 33.35	\$ 1,000.50	\$ 27.46	\$ 823.80	\$ 18.00	\$ 540.00	\$ 30.00	\$ 900.00	\$ 36.00	\$ 1,080.00
503.000	CONSTRUCT 4" PCC SIDEWALK	4,894	SF	\$ 4.93	\$ 24,127.42	\$ 5.13	\$ 25,106.22	\$ 4.50	\$ 22,023.00	\$ 5.50	\$ 26,917.00	\$ 7.75	\$ 38,123.90
503.002	CONSTRUCT 6" PCC SIDEWALK	2,036	SF	\$ 5.75	\$ 11,707.00	\$ 6.59	\$ 13,417.24	\$ 5.75	\$ 11,707.00	\$ 6.40	\$ 13,030.40	\$ 7.75	\$ 15,779.00
503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	\$ 13.34	\$ 400.20	\$ 98.89	\$ 2,966.70	\$ 14.00	\$ 420.00	\$ 30.00	\$ 900.00	\$ 13.00	\$ 390.00
503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	584	SF	\$ 6.75	\$ 3,942.00	\$ 6.48	\$ 3,772.64	\$ 6.00	\$ 3,504.00	\$ 8.20	\$ 4,788.80	\$ 8.75	\$ 5,110.00
504.000	CONSTRUCT CURB RAMP	1,584	SF	\$ 10.00	\$ 15,840.00	\$ 7.97	\$ 12,624.48	\$ 14.00	\$ 22,176.00	\$ 37.00	\$ 58,608.00	\$ 30.00	\$ 47,520.00
504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	576	SF	\$ 26.00	\$ 14,976.00								
702.936	CONSTRUCT GRATE INLET	1	EA	\$ 750.00	\$ 750.00	\$ 2,373.32	\$ 2,373.32	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00
702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,202.53	\$ 2,202.53	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 800.00	\$ 800.00
802.002	INSTALL SEEDING (SUBSIDIARY)	1,158	SY	\$ 0.75	\$ 868.50								
802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00
802.700	INSTALL SODDING (SUBSIDIARY)	1,158	SY	\$ 5.89	\$ 6,820.62								
802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00	\$ 7.00	\$ 70.00
905.032	PERMANENT PAINT MARKING 5" WHITE	225	LF	\$ 1.70	\$ 382.50	\$ 2.61	\$ 587.25	\$ 1.50	\$ 337.50	\$ 5.00	\$ 1,125.00	\$ 3.75	\$ 843.75
905.033	PERMANENT PAINT MARKING 5" YELLOW	350	LF	\$ 1.70	\$ 595.00	\$ 2.61	\$ 913.50	\$ 1.50	\$ 525.00	\$ 5.00	\$ 1,750.00	\$ 3.75	\$ 1,312.50
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 2,610.00	\$ 2,610.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	3,979	SY	\$ 58.00	\$ 230,782.00	\$ 64.81	\$ 257,878.99	\$ 87.00	\$ 346,173.00	\$ 82.00	\$ 326,278.00	\$ 86.00	\$ 342,194.00
1002.100	REPAIR CURB AND GUTTER	2,473	LF	\$ 6.15	\$ 14,839.95	\$ 15.54	\$ 37,498.02	\$ 22.00	\$ 53,086.00	\$ 30.00	\$ 72,390.00	\$ 38.00	\$ 91,694.00
1002.300	REPAIR MEDIAN SURFACING	10	SF	\$ 7.50	\$ 75.00	\$ 16.51	\$ 165.10	\$ 250.00	\$ 2,500.00	\$ 10.00	\$ 100.00	\$ 11.00	\$ 110.00
1002.307	ADJUST INLET TO GRADE	1	EA	\$ 50.00	\$ 50.00	\$ 554.01	\$ 554.01	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 250.00	\$ 250.00
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	21	EA	\$ 2,557.00	\$ 53,697.00	\$ 2,426.61	\$ 60,958.81	\$ 2,600.00	\$ 54,600.00	\$ 3,700.00	\$ 77,700.00	\$ 4,350.00	\$ 91,350.00
1109.000	MOBILIZATION/DEMOLITION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
BASE BID TOTAL (ADJUSTED)					\$377,003.57		\$421,596.89		\$549,583.50		\$613,877.20		\$662,767.15
4/24/2024 - Base Bid Total:					\$399,668.69						\$ 615,605.26		

- (1) 2 The T Construction -
- a) Bid Items 504, 100, 802, 902 and 802, 700 are Subsidiary to other items of work and deducted from Total Base Bid
- b) Bid Item 1004, 400 incorrectly totaled on Bid Form
- (2) Earnest Construction Group -

Item C (2-pages)

John Krager

From: Aaron Meyer <construction2thet@hotmail.com>
Sent: Tuesday, April 30, 2024 10:36 AM
To: John Krager
Subject: Re: [EXT] BPW240102 - 2024 Concrete Projects - Package 1

Got it thanks getting it put together here today for you

On Apr 29, 2024 at 5:01 PM, <[John Krager](#)> wrote:

Aaron,
Per our phone conversation, the City of Bellevue is requesting qualification information as per Specification Section 00 21 00 – INSTRUCTION TO BIDDERS FOR CONSTRUCTION CONTRACT, Article 3, 3.01 (attached and shown below). This information shall be submitted within five (5) days of this email.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

EJCDC® C-200, Instructions to Bidders for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Page 2 of 13

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

In addition to providing the information listed above, include the following:

- ❖ 3.01, A:
 - **Previous experience (within the last 3 years):**
 - Project Name and location
 - Date of project
 - Is 2 the T the General Contractor or Subcontractor
 - If subcontractor provide:
 - Name of General Contractor name and phone #
 - Project reference:
 - Contact Name and Phone Number
 - Subcontracted work

- Contract Time
- Construction Start date
- Substantial Completion date
- Final Completion date
- Project bid amount
- Actual amount
- **Present Commitments 2024:**
 - Project Name and location
 - Is 2 the T the General Contractor
 - If subcontractor provide:
 - General Contractor name and phone #
 - Subcontracted work
 - Project reference
 - Contact Name and Phone Number
 - Contract Time
 - Construction Start date
 - Substantial and Final completion dates
 - Project bid amount

❖ 3.01, D:

- This project
 - Subcontractor and Suppliers:
 - Provide list of each with references

❖ Crews:

- Number of available concrete paving crews
- Number concrete crews committed to this project.
- Project Manager
 - Contact information: name, phone, email address.
- Project Superintendent
 - Contact information: name, phone, email address.

Last, at the 4/24 - Bid Opening the Total Base Bid = \$399, 688.69 and upon review the Total Base Bid was adjusted to \$377,003.57 due to:

1. Bid Items 504.100, 802.002 and 802.700 are Subsidiary to other items of work and deducted from Total Base Bid
2. Bid Item 1004.400 incorrectly totaled on Bid Form

The city of Bellevue requires written confirmation that 2 the T Construction agrees to the Adjusted Total Base Bid = \$377, 003.57 and that the project will be completed on or before the Substantial Completion of October 11, 2024 and Final Completion on or before November 15, 2024.

We anticipate the project to be on the May 21 – City Council agenda with Notice to Proceed on May 22.

Thanks.

John Krager III PE

City of Bellevue / Public Works Dept

1510 Wall St./ Bellevue NE 68005

Office: (402) 293-3144

Mobile: (402) 490-4875

John.Krager@bellevue.net

**SECTION 00 21 00
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference.....	3
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 6— Bidder’s Representations and Certifications.....	6
Article 7— Interpretations and Addenda.....	6
Article 8— Bid Security.....	7
Article 9— Contract Times.....	7
Article 10— Substitute and “Or Equal” Items.....	8
Article 11— Subcontractors, Suppliers, and Others.....	8
Article 12— Preparation of Bid.....	9
Article 13— Basis of Bid.....	10
Article 14— Submittal of Bid.....	11
Article 15— Modification and Withdrawal of Bid.....	11
Article 16— Opening of Bids.....	11
Article 17— Bids to Remain Subject to Acceptance.....	11
Article 18— Evaluation of Bids and Award of Contract.....	12
Article 19— Bonds and Insurance.....	13
Article 20— Signing of Agreement.....	13
Article 21— Sales and Use Taxes.....	13
Article 22— Contracts to Be Assigned.....	13

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) ~~that is readable by Adobe Acrobat Reader Version [insert version number] or later. It is~~

the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- ~~C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.~~
- ~~1. Electronic Documents that are available in native file format include:
 - ~~a. [List documents that will be made available to Contractor]~~~~
 - ~~2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.~~
 - ~~3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.~~
 - ~~4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.~~

2.07 In order to bid the project, the contract documents must be issued directly to the Bidder from JEO Consulting Group, Inc. or QuestCDN. The Bid shall be submitted by the same firm that was issued the contract documents.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

3.02 Deleted

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~
- E. ~~Other required information regarding qualifications.~~

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- ~~4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - ~~a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~
 - ~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
 - ~~c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~
 - ~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~~~

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

- 1. None.

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- ~~B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.~~
- ~~C. A Site visit is scheduled for [designate, date, time and location]. Maps to the Site will be made available upon request.~~
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- ~~E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: [provide contact information]. Bidder must conduct the required Site visit during normal working hours.~~
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns,

or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. ~~Contact information and submittal procedures for such questions are as follows:~~

- A. ~~[Insert contact information for submittal of questions to Engineer; describe any permissible or required special procedures, such as submittal via a Bidding Documents Website.]~~

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions, **or in the form of a certified check**. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Deleted**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

10.01 Deleted

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer ~~within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders~~ **at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute, and 5 days prior in the case of a proposed “or-equal.”** Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 Deleted

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening: **for which such identification is required.**
- A. ~~[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].~~
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state-of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 ~~Base Bid with Alternates~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

13.03 Sectional Bids

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~

~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~

~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 Deleted

13.05 Unit Price

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 Allowances

~~A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

13.07 Deleted

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the ~~Advertisement~~ **Bid Form**.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner ~~will~~ **may** reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - 1. **Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and to negotiate contract terms with the Successful Bidder.**
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form, **or as described in Section 01 10 00 – Special Provisions**. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - ~~C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.~~
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - E. **Deleted**
 - F. **Deleted**
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from Nebraska state sales and use taxes on materials and equipment to be incorporated into some types of Work. The following types of work are examples and not all inclusive list of types of work where Contractor shall not include these taxes for materials and equipment:

Street and Road Improvements	Excavation and Grading
Drainage Improvements	Fire Hydrants
Sanitary Sewer	Swimming Pools
Wastewater Facilities	Trails

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 Refer to the Supplementary Conditions for additional information, if required.

Item E - (34 pages)

**Attn:
John Krager**



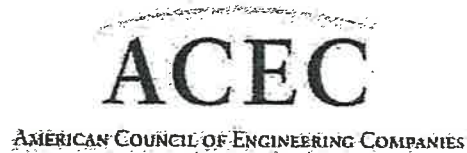
**2 The T
Qualification
Packet**

QUALIFICATIONS STATEMENT

Prepared by



Issued and Published Jointly by



Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

2 The T Construction LLC

Address:

517 N 9th St

Plattsmouth, NE

68048

2. SUBMITTED TO:

EAGLE ENGINEERING GROUP

3. SUBMITTED FOR:

Owner:

CITY OF GRETNA

Project Name:

FY24 CONCRETE STREET REPAIRS & LINCOLN PLACE TRAIL

IMPROVEMENTS - PHASE 2

GRETNA, NEBRASKA

TYPE OF WORK:

CONCRETE RECONSTRUCTION

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Timothy Police

Title:

Senior Project Manager

Phone:

402-954-8749

Email:

Timothy@2TheTNE.com

5. AFFILIATED COMPANIES:

Name:

United Utilities

Address:

1410 Sth Ave

Council Bluffs, IA

50501

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Nebraska

Date of Organization:

March, 2 2012

Members:

Aaron Meyer

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____
 Type of License: _____
 License Number: _____
 Jurisdiction: _____
 Type of License: _____
 License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A
 Minority Business Enterprise: N/A
 Woman Owned Enterprise: N/A
 Small Business Enterprise: N/A
 Other (_____): N/A

9. BONDING INFORMATION

Bonding Company: United Fire & Casualty Company
 Address: 118 2nd Ave
Cedar Rapids, IA 52401
 Bonding Agent: Pam Caba
 Address: 316 Chicago Ave
Plattsburgh, NE
68048
 Contact Name: Pamela Caba
 Phone: 402-297-6080
 Aggregate Bonding Capacity: 2,000,000
 Available Bonding Capacity as of date of this submittal: 1,996,525

10. FINANCIAL INFORMATION

Financial Institution: Cornerstone Bank
Address: 211 Rock bluff rd
Plattsburgh, NY 68048
Account Manager: Jacob Welden
Phone: 402-296-8002

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Timothy Pulice

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2024</u>	EMR	<u>.89</u>
YEAR	<u>2023</u>	EMR	<u>.89</u>
YEAR	<u>2022</u>	EMR	<u>.91</u>
YEAR	<u>2021</u>	EMR	<u>.91</u>
YEAR	<u>2020</u>	EMR	<u>.93</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2024</u>	TRFR	<u>0</u>
YEAR	<u>2023</u>	TRFR	<u>0</u>
YEAR	<u>2022</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2024</u>	TOTAL NUMBER OF MAN-HOURS	<u>17,500</u>
YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>17,480</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>15,910</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>16,000</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>15,870</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2024</u>	DART	<u>0</u>
YEAR	<u>2023</u>	DART	<u>0</u>
YEAR	<u>2022</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2015 Bobcat T590	March 2015	New	65,000.00
2020 Bobcat E 42	April 20	New	64,000.00
2020 Bobcat T650	April 21	New	64,671.50
2012 Felling Dump Trailer	March 2012	New	7,500.00
2012 Felling Tandem 22'	March 2012	New	5,200.00
HB 980 Brecker	April 21	New	8,300.00
Cyclone Brecker	April 14	Used	2,000.00
2023 HB	April 24	New	7,500.00
2008 Chevy 3500	April 12	Used	25,000.00
2018 Chevy 3500	Dec 18	New	74,000.00
2022 GMC 2500	March 2	New	87,000.00
2023 GMC Denali	April 24	Used	68,000.00

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Hwy 275 Thru Scribner	Name: Graham Address: 6912 N 97A Omaha Telephone: 402-891-9651	Name: Sub Company: Sub Telephone: Sub	April 2023 TO April 2024	STATE Hwy 275	Comp.	700,000 K
McDonalds O'Neill	Name: AOI Address: OMAHA Telephone: Rick Krull 430-7732	Name: Sub Company: Sub Telephone: Sub	Aug '22	Footings SLAB PARKING lot	Comp	500,000 K
Plattsmouth City Repair 2022	Name: City of Plattsmouth Address: Telephone: 402-296-2522	Name: City of Company: Plattsmouth Telephone: Plattsmouth	Aug '22 Thru Oct '22	PANEL REPAIR	Comp	275,000 K
New Apartment Complex.	Name: Am Contracting Address: Apody - owner Telephone: 402-891-5757	Name: Sub Company: Sub Telephone: Sub	Aug '21	New PARKING lot	Comp	225,000.
McDonalds 204th & Q	Name: AOI Address: OMAHA Telephone: Rick Krull 430-7732	Name: Sub Company: Sub Telephone: Sub	Aug '21	Footings PARKING lot	Comp	450,000 K
McDonalds Roads McDonalds Scribner	Name: AOI Address: Rick Krull Telephone: 402-430-7732	Name: Sub Company: Sub Telephone: Sub	May '21	PARKING lot Footings	Comp	450,000 K
McDonalds Oxobog, IA	Name: AOI Address: Rick Krull Telephone: 402-430-7732	Name: Sub Company: Sub Telephone: Sub	Dec '19	PARKING lot	Comp	200,000 K

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bauer City of Papillon	Name: Joe Hyland Address: Telephone: 402-510-2364	Name: Company: Telephone:	April 15 2024	Panel Repair	70% Completed	350,000.00
Tisaw Springs	Name: Jake Vela Address: Telephone:	Name: Olsson Company: Telephone: 402-341-1116	April 2024	Panel Repair	0%	30,000.00
Majestic Poirer	Name: Jake Vela Address: Telephone:	Name: Olsson Company: Telephone: 402-341-1116	April 2024	Panel Repair	0%	60,000.00
Prarie Hills	Name: Jake Vela Address: Telephone:	Name: Olsson Company: Telephone: 402-341-1116	April 2024	Panel Repair	90%	20,000.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: 2 the T Construction LLC

BY: Aaron Meyer

TITLE: Owner / Operator

DATED: 4-22-2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 22 DAY OF April, 2024

NOTARY PUBLIC - STATE OF Nebraska

MY COMMISSION EXPIRES: March 14, 2027

BETH SALISTEAN
General Notary - State of Nebraska
Commission Expires Mar 14, 2027

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.

2022

For calendar year 2022 or tax year beginning ending

Header section containing: A Selection effective date (01/01/17), B Business activity code (238100), C Check if Sch. M-3 attached, D Employer identification number (**-***4328), E Date incorporated (02/12/2013), F Total assets (\$325,565), G Is the corporation electing to be an S corporation beginning with this tax year? (Yes/No), H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination, I Enter the number of shareholders (1), J Check if corporation: (1) Aggregated activities, (2) Grouped activities.

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Table with 3 columns: Description, Amount, and Line Number. Rows include: 1a Gross receipts or sales (1,873,904), 1b Returns and allowances, 2 Cost of goods sold, 3 Gross profit (392,605), 4 Net gain (loss), 5 Other income (loss), 6 Total income (loss) (392,605), 7 Compensation of officers, 8 Salaries and wages, 9 Repairs and maintenance, 10 Bad debts (29,397), 11 Rents, 12 Taxes and licenses, 13 Interest (124,263), 14 Depreciation (7,961), 15 Depletion (105,151), 16 Advertising, 17 Pension, profit-sharing, etc., plans, 18 Employee benefit programs, 19 Other deductions, 20 Total deductions (108,739), 21 Ordinary business income (loss) (375,863).

Table with 3 columns: Description, Amount, and Line Number. Rows include: 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D, 22c Add lines 22a and 22b, 23a 2022 estimated tax payments and 2021 overpayment credited to 2022, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels, 23d Add lines 23a through 23c, 24 Estimated tax penalty, 25 Amount owed, 26 Overpayment, 27 Enter amount from line 26: Credited to 2023 estimated tax (Refunded).

Sign Here: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer: AARON MEYER, Title: PRESIDENT.

Paid Preparer Use Only: Print/Type preparer's name (REX J. GORACKE), Preparer's signature, Date (10/13/23), Title, Check self-employed if PTIN (*****), Firm's name (VANDERVEEN & GORACKE, LLC), Firm's address (416 MAIN STREET PO BOX 185 PLATTSMOUTH, NE 68048), Firm's EIN (**-***2363), Phone no. (402-296-4343).

Schedule B Other Information (see instructions)

1 Check accounting method: a Cash b Accrual
 c Other (specify) _____

2 See the instructions and enter the:
 a Business activity CONSTRUCTION b Product or service CONCRETE CONST

3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation

4 At the end of the tax year, did the corporation:
 a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below

Yes	No
	X
	X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%. Enter the Date (if applicable) a Qualified Subchapter S Subsidiary Election Was Made

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock?
 If "Yes," complete lines (i) and (ii) below.

(i) Total shares of restricted stock _____

(ii) Total shares of non-restricted stock _____

b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments?
 If "Yes," complete lines (i) and (ii) below.

(i) Total shares of stock outstanding at the end of the tax year _____

(ii) Total shares of stock outstanding if all instruments were executed _____

6 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? _____

7 Check this box if the corporation issued publicly offered debt instruments with original issue discount. If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.

8 If the corporation (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation, and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years. See instructions \$ _____

9 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions _____

10 Does the corporation satisfy one or more of the following? See instructions

a The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.

b The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$27 million and the corporation has business interest expense.

c The corporation is a tax shelter and the corporation has business interest expense. If "Yes," complete and attach Form 8990, Limitation on Business Interest Expense Under Section 163(j).

11 Does the corporation satisfy both of the following conditions?
 a The corporation's total receipts (see instructions) for the tax year were less than \$250,000.
 b The corporation's total assets at the end of the tax year were less than \$250,000.
 If "Yes," the corporation is not required to complete Schedules L and M-1.

	X
	X
	X
	X
	X
	X
	X
	X
	X

Schedule B Other Information (see instructions) (continued)

	Yes	No
12 During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? If "Yes," enter the amount of principal reduction \$		X
13 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
14a Did the corporation make any payments in 2022 that would require it to file Form(s) 1099?	X	
b If "Yes," did or will the corporation file required Form(s) 1099?	X	
15 Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
If "Yes," enter the amount from Form 8996, line 15 \$		

Schedule K Shareholders' Pro Rata Share Items

		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	16,742
	2 Net rental real estate income (loss) (attach Form 8925)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Interest income	4	
	5 Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120-S))	7	
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120-S))	8a		
	b Collectibles (28%) gain (loss)	8b	
	c Unrecaptured section 1250 gain (attach statement)	8c	
	9 Net section 1231 gain (loss) (attach Form 4797)	9	
10 Other income (loss) (see instructions) Type:	10		
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Charitable contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures Type:	12c	
d Other deductions (see instructions) Type:	12d		
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	13c	
	d Other rental real estate credits (see instructions) Type:	13d	
	e Other rental credits (see instructions) Type:	13e	
	f Biofuel producer credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type:	13g	
Inter-national	14 Attach Schedule K-2 (Form 1120-S), Shareholders' Pro Rata Share Items—International, and check this box to indicate you are reporting items of international tax relevance <input type="checkbox"/>		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties – gross income	15d	
	e Oil, gas, and geothermal properties – deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	3,187
	d Distributions (attach statement if required) (see instructions)	16d	16,236
	e Repayment of loans from shareholders	16e	
	f Foreign taxes paid or accrued	16f	

Schedule K Shareholders' Pro Rata Share Items (continued)

Other Information	Total amount	
	17a Investment income	17a
	b Investment expenses	17b
	c Dividend distributions paid from accumulated earnings and profits	17c
d Other items and amounts (attach statement)	SEE STATEMENT 3	
Reconciliation	18	16,742

Schedule L Balance Sheets per Books

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		77,120		128,761
2a Trade notes and accounts receivable				
b Less allowance for bad debts	()	()
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	234,311		490,836	
b Less accumulated depreciation	(188,881)	45,430	(294,032)	196,804
11a Depletable assets				
b Less accumulated depletion	()	()
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	()	()
14 Other assets (attach statement)				
15 Total assets		122,550		325,565
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more		129,856		335,552
21 Other liabilities (attach statement)				
22 Capital stock		1,000		1,000
23 Additional paid-in capital				
24 Retained earnings		-8,306		-10,987
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock	()	()
27 Total liabilities and shareholders' equity		122,550		325,565

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	13,555	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize)		a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 16f (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 16f, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$	3,187	7	Add lines 5 and 6	
4	Add lines 1 through 3	3,187	8	Income (loss) (Schedule K, line 18). Subtract line 7 from line 4	16,742
		16,742			

Schedule M-2 Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account
(see instructions)

	(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
1	Balance at beginning of tax year	-23,491		
2	Ordinary income from page 1, line 21	16,742		15,185
3	Other additions			
4	Loss from page 1, line 21			
5	Other reductions	(3,187)		
6	Combine lines 1 through 5	-9,936		
7	Distributions			15,185
8	Balance at end of tax year. Subtract line 7 from line 6	-9,936		15,185
				0

Form **1125-A**

Cost of Goods Sold

(Rev. November 2018)
Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.
▶ Go to www.irs.gov/Form1125A for the latest information.

OMB No. 1545-0123

Name 2 THE T CONSTRUCTION LLC	Employer identification number **-***4328
---	---

1 Inventory at beginning of year	1	
2 Purchases	2	434,969
3 Cost of labor	3	383,240
4 Additional section 263A costs (attach schedule)	4	
5 Other costs (attach schedule) STMT 5	5	663,090
6 Total. Add lines 1 through 5	6	1,481,299
7 Inventory at end of year	7	
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	1,481,299

- 9a Check all methods used for valuing closing inventory:
- (i) Cost
 - (ii) Lower of cost or market
 - (iii) Other (Specify method used and attach explanation.) ▶
- b Check if there was a writedown of subnormal goods ▶
- c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶
- d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO 9d
- e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions Yes No
- f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

For Paperwork Reduction Act Notice, see instructions.

Form **1125-A** (Rev. 11-2018)

Schedule K-1
(Form 1120-S)

Department of the Treasury
Internal Revenue Service

2022

For calendar year 2022, or tax year

Final K-1

Amended K-1

671121

OMB No. 1545-0123

beginning

ending

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	16,742		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Schedule K-3 is attached if checked <input type="checkbox"/>
6	Royalties	15	Alternative minimum tax (AMT) items
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)	16	Items affecting shareholder basis
		C*	3,187
10	Other income (loss)	D	16,236
		17	Other information
		V*	STMT
11	Section 179 deduction	AC*	STMT
12	Other deductions		
18	<input type="checkbox"/> More than one activity for at-risk purposes*		
19	<input type="checkbox"/> More than one activity for passive activity purposes*		

Part I Information About the Corporation

A Corporation's employer identification number
* * - * * * 4328

B Corporation's name, address, city, state, and ZIP code
2 THE T CONSTRUCTION LLC
517 N 9TH ST
PLATTSMOUTH NE 68048

C IRS Center where corporation filed return
E-FILE

D Corporation's total number of shares
Beginning of tax year _____
End of tax year _____

Part II Information About the Shareholder

E Shareholder's identifying number
* * - * * - 0930

F Shareholder's name, address, city, state, and ZIP code
AARON J MEYER
517 N 9TH ST
PLATTSMOUTH NE 68048

G Current year allocation percentage 100.000000 %

H Shareholder's number of shares
Beginning of tax year _____
End of tax year _____

I Loans from shareholder
Beginning of tax year \$ 0
End of tax year \$ 0

For IRS Use Only

* See attached statement for additional information.

Depreciation and Amortization (Including Information on Listed Property)

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

2 THE T CONSTRUCTION LLC

Business or activity to which this form relates

Identifying number

-*4328

REGULAR DEPRECIATION

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 columns: Line number, Description, (b) Cost, (c) Elected cost, and Amount. Includes lines 1-13 for maximum amount, total cost, threshold, reduction, and carryover.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

Table with 2 columns: Line number and Amount. Includes lines 14-16 for special depreciation allowance and other depreciation.

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Table with 2 columns: Line number and Amount. Includes lines 17-18 for MACRS deductions.

Section B—Assets Placed in Service During 2022 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Includes rows for 3-year through 25-year property and residential/nonresidential real property.

Section C—Assets Placed in Service During 2022 Tax Year Using the Alternative Depreciation System

Table with 4 columns: (a) Class life, (b) Recovery period, (c) Convention, (d) Method. Includes rows for 12-year, 30-year, and 40-year class lives.

Part IV Summary (See instructions.)

Table with 2 columns: Line number and Amount. Includes lines 21-23 for listed property, total depreciation, and portion of basis attributable to section 263A costs.

For Paperwork Reduction Act Notice, see separate instructions.

Form 1120-S	Section 199A Information Worksheet		2022
Name <u>2 THE T CONSTRUCTION LLC</u>			Employer Identification Number <u>**-***4328</u>
For calendar year 2022 or tax year beginning _____, ending _____			

	Activity Description	Pass-Through Entity EIN	PTP	Aggregated	SSTB
Column A	<u>PAGE 1 ACTIVITY</u>				
Column B	_____	_____			
Column C	_____	_____			
Column D	_____	_____			
Column E	_____	_____			

QBI or Qualified PTP items:	Column A	Column B	Column C	Column D	Column E
Ordinary business income (loss)	16,742				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalty income (loss)					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
W-2 wages	383,240				
Qualified property	484,251				

Other Information:
 QBI allocable to cooperative prmts received
 W-2 wages allocable to qualified payments
 Section 199A(g) deduction

Section 199A REIT dividends

Statement 1 - Form 1120S, Item H(4) - Reason for Amended Return

DEPRECIATION CORRECTION MADE TO HEAVY VEHICLE INCORRECTLY SHOWN AS LISTED PROPERTY.

Statement 2 - Form 1120-S, Page 1, Line 19 - Other Deductions

Description	Amount
BANK CHARGES	\$ 170
INSURANCE	32,004
LEGAL & ACCOUNTING	7,376
OFFICE SUPPLIES	1,065
TELEPHONE	1,864
ATM EXPENSE	11,494
OTHER EXPENSE	4,209
SUPPLIES	30,637
LICENSES	14,545
UTILITIES EXPENSE	2,188
50% OF MEALS	3,187
TOTAL	\$ 108,739

Statement 3 - Form 1120-S, Page 4, Schedule K, Line 17d - Other Items and Amounts

Description	Amount
SECTION 199A INFORMATION - SEE ATTACHED WRK	\$

Statement 4 - Form 1120-S, Page 5, Schedule M-2, Line 5(a) - Other Reductions

Description	Amount
TRAVEL & ENTERTAINMENT	\$ 3,187
TOTAL	\$ 3,187

Statement 5 - Form 1125-A, Line 5 - Other Costs

<u>Description</u>	<u>Amount</u>
SUBCONTRACTORS	
FUEL	\$ 164,224
EXPENDIBLE TOOLS	4,812
OTHER CONSTRUCTION COSTS	494,054
TOTAL	\$ <u>663,090</u>

Federal Statements

AARON J MEYER

*****_**-0930**

Schedule K-1, Box 16, Code C - Nondeductible Expenses

<u>Description</u>	<u>Shareholder Amount</u>
PAGE 1 MEALS	\$ 3,187
TOTAL	\$ 3,187

Schedule K-1, Box 17, Code AC - Gross Receipts for Section 448(c)

<u>Description</u>	<u>Shareholder Amount</u>
8990 GROSS RECEIPTS FOR 2021	959,269
8990 GROSS RECEIPTS FOR 2020	789,270
8990 GROSS RECEIPTS FOR 2019	818,704

Form 1120-S Schedule K-1	Schedule K-1, Box 17, Code V Shareholder's Section 199A Information	2022
For calendar year 2022 or tax year beginning _____ ending _____		

Name
 2 THE T CONSTRUCTION LLC
 AARON J MEYER

Taxpayer Identification Number
 -*4328
 ***-**-0930

Column A	Activity Description	Pass-Through Entity EIN	PTP	Aggregated	SSTB
	PAGE 1 ACTIVITY				
Column B	_____	_____			
Column C	_____	_____			
Column D	_____	_____			
Column E	_____	_____			

	Column A	Column B	Column C	Column D	Column E
QBI or Qualified PTP items:					
Ordinary business income (loss)	16,742				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalty income (loss)					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
W-2 wages	383,240				
Qualified property					
Other Information:					
QBI allocable to cooperative pmts received					
W-2 wages allocable to qualified payments					
Section 199A(g) deduction					
Section 199A REIT dividends					

Form 1120-S	Retained Earnings Reconciliation Worksheet	2022
Name <u>2 THE T CONSTRUCTION LLC</u>		Employer Identification Number <u>** - *** 4328</u>
For calendar year 2022 or tax year beginning _____, ending _____		

Schedule L - Retained Earnings

Retained Earnings - Unappropriated (Accumulated E&P)	0
Accumulated Adjustments Account	-9,936
Undistributed Previously Taxed Income	0
Other Adjustments Account	0
Retained Earnings Timing Differences	-1,051
Schedule L, Line 24 - Retained Earnings	-10,987

Schedule M-2 - Retained Earnings

	Accumulated Adjustments Account	Undistributed Previously Taxed Income	Accumulated Earnings and Profits	Other Adjustments Account	Retained Earnings Timing Differences	Total Retained Earnings
Beginning of Year	-23,491	0	0	15,185	0	-8,306
Ordinary Income (Loss)	16,742					16,742
Other Additions						
Other Reductions	3,187					3,187
Distributions				15,185	1,051	16,236
End of Year	-9,936	0	0	0	-1,051	-10,987

FYE: 12/31/2022

Form 1120-S, Retained Earnings Reconciliation Worksheet, AAA - Other Reductions

<u>Description</u>	<u>Amount</u>
TRAVEL & ENTERTAINMENT	\$ 3,187
TOTAL	\$ 3,187

Reconciliation of Schedule M-2 to Schedule L Ending Retained Earnings

<u>Description</u>	<u>Amount</u>
SCHEDULE M-2 ENDING BALANCE - AAA	\$ -9,936
2022 DISTRIBUTIONS IN EXCESS OF AAA	-1,051
2022 RECONCILED SCHEDULE M-2 ENDING BALANCE	<u>-10,987</u>
2022 SCHEDULE L ENDING RETAINED EARNINGS	<u>-10,987</u>

Form **8879-CORP**

(December 2022)

AMENDED

E-file Authorization for Corporations

For calendar year 2022, or tax year beginning _____, ending _____

Use for efile authorizations for Form 1120, 1120-F or 1120S.

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879CORP for the latest information.

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

Name of corporation

2 THE T CONSTRUCTION LLC

Employer identification number

** - *** 4328

Part I Information (Whole dollars only)

1 Total income (Form 1120, line 11)	1	
2 Total income (Form 1120-F, Section II, line 11)	2	
3 Total income (loss) (Form 1120-S, line 6)	3	392,605

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize VANDERVEEN & GORACKE, LLC to enter my PIN 68048 as my signature
ERO firm name do not enter all zeros
 on the corporation's electronically filed income tax return.

As an officer of the corporation, I will enter my PIN as my signature on the corporation's electronically filed income tax return.

Officer's signature AARON MEYER Date 10/13/23 Title PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date 10/13/23

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

Form **8879-CORP** (12-2022)

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Nebraska S Corporation Income Tax Return

for the calendar year January 1, 2022 through December 31, 2022 or other taxable year beginning and ending

FORM 1120-SN
2022

Please Type or Print

Legal Name

2 THE T CONSTRUCTION LLC

Street or Other Mailing Address

517 N 9TH ST

City

PLATTSMOUTH

State

NE

Zip Code

68048

Business Classification Code

238140

Date Business Began in Nebraska

02/12/2013

Principal Business Activity in Nebraska

CONSTRUCTION - CONCRETE

Federal ID Number

-*4328

Nebraska ID Number

11757582

Does the S corporation have nonresident individual shareholders?

YES (Complete Schedule II.)

NO

Check if:

(1) Initial Return

(3) Address Change

(5) Amended Return

(7) Form 3800N, 775N, 312N, or 1107N Attached

(2) Final Return (Example, dissolved. See instr.)

(4) Name Change

(6) Form 7004 Attached

(8) Distributed Form 3800N Credit

1 Ordinary business income (line 21, Federal Form 1120S)	1	16,742	00
2 Nebraska adjustments increasing ordinary business income (line 11, Schedule A)	2		00
3 Nebraska adjustments decreasing ordinary business income (line 22, Schedule A)	3		00
4 Nebraska adjusted income (line 1 plus line 2 minus line 3)	4	16,742	00
5 Income reported to Nebraska (enter line 4 above or line 3, Schedule I, if applicable) If less than zero, do not complete columns (E), (F), or (G) on Schedule II	5	16,742	00
If line 5 shows a loss, skip lines 6 and 7 and go to line 8.			
6 Income reported to Nebraska subject to withholding. Enter the Column (F), Schedule II total	6		00
7 Nebraska income tax withheld for nonresident individual shareholders. Enter the Column (G), Schedule II total	7		00
8 Form 3800N credit and recapture (see instructions)	8		00
9 Tax deposited with Form 7004N and 2022 estimated income tax payments	9		00
10 Credit for school district property taxes (attach Form PTC)	10		00
11 Credit for community college property taxes (attach Form PTC)	11		00
12 TAX DUE if line 7 plus line 8 minus lines 9, 10 and 11 is greater than zero. <input type="checkbox"/> Check this box if your payment is being made electronically	12		00
13 Overpayment if line 7 plus line 8 minus lines 9, 10, and 11 is less than zero	13		00
14 Amount on line 13 you want credited to 2023 estimated income tax	14		00
15 Overpayment to be REFUNDED (line 13 minus line 14). Complete lines 16a, 16b, and 16c to receive your refund electronically. Complete line 16d if appropriate (see instructions)	15		00

16a Routing Number _____ 16b Type of Account _____ 1 = Checking 2 = Savings

16c Account Number _____

D. Direct Deposit

16d Check this box if this refund will go to a bank account outside the United States (see instructions).

Under penalties of perjury, I declare that as taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

sign here

Signature of Officer

PRESIDENT

Date

402-297-0790

Email Address

Title

Phone Number

10/13/2023

P00193066

paid preparer's use only

Preparer's Signature

VANDERVEEN & GORACKE, LLC
416 MAIN STREET PO BOX 185

PLATTSMOUTH NE 68048

Firm's Name (or yours if self-employed), Address, and Zip Code

-*2363
EIN

402-296-4343
Daytime Phone

Paper filers must attach a copy of the federal return and supporting schedules to this return. All filers are encouraged to e-file their return including schedules K-1N.

Mail this return and payment to: Nebraska Department of Revenue, PO Box 94818, Lincoln, NE 68509-4818.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16h
6/4/2024

COUNCIL MEETING DATE: June 4, 2024		SUBMITTED BY: Mike Christensen, Chief Building Official	
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:

Addendum to Memorandum of Understanding with Cardinal Commons I, LLC

SYNOPSIS/BACKGROUND:

Cardinal Commons I, LLC, aka Cardinal Development Group, seeks an addendum to the Memorandum of Understanding it entered into with the City on April 16, 2024. The addendum would allow them to request the issuance of building permits for certain lots within the project for the construction of affordable senior housing near 13th/Kasper Streets.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
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"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Addendum to the Memorandum of Understanding

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="Addendum to MOU"/> | 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:

Kimberly Papillon

[Signature]

[Signature]

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING**

This Addendum to Memorandum of Understanding (“Addendum”) is made by and between the City of Bellevue, Nebraska, a political subdivision (“City”), and Cardinal Commons I, LLC (“Cardinal”) (collectively “Parties”) and is entered into as of the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS the Parties entered into that certain Memorandum of Understanding approved by the Bellevue City Council on April 16, 2024 (“MOU”).

WHEREAS the MOU sets forth the terms and conditions of limited City permitting for the Project, as defined in the MOU.

WHEREAS the MOU states, among other things, “Until the completion of the infrastructure and hard surface roads for Phase I of the Project, the only unit work authorized by the City under the issued permit is footings, foundation, groundwork and flat work. At such time that the required infrastructure and hard surface road work of Phase I of the Project is completed and has been approved by the City, the City must authorize in writing, the remainder of the unit work required for the Project.

WHEREAS the Fire Marshall has stated that an active fire hydrant within 450 feet of a building and a temporary gravel road with a temporary turnaround that can withstand the impact of fire trucks and provide access for fire trucks to a lot is sufficient for fire safety during construction.

WHEREAS the parties desired to amend the MOU to permit the issuance of building permits for certain lots in the Project if the conditions set forth in this Addendum have been satisfied.

NOW THEREFORE, in consideration of the above Recitals and mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the City and Cardinal set forth their mutual understanding and agreements as follows:

AGREEMENT

1. Addendum. Except as expressly provided in this Addendum, the terms of the MOU remain in full force and effect.
2. Limited Issuance of Building Permits. Section 2a of the MOU is hereby amended in its entirety and replaced by the following provision:

“Authorized Work Under Issued Permits. It is mutually understood and acknowledged that Cardinal will pay all fees and expenses for the entirety of the

building permits necessary to construct the whole Project; however, despite payment in full, the City will allow limited work, as described below, to maintain public safety requirements while also preserving the progression of the Project. Until the completion of the infrastructure and hard surface roads for Phase I of the Project, the only unit work authorized by the City under the issued permit is footings, foundation, groundwork and flat work. At such time that the required infrastructure and hard surface road work of Phase I of the Project adjacent to any building in the Project is completed and has been approved by the City, the City must authorize in writing, the remainder of the unit work required for said building in the Project. Following authorization by the City for the remaining work, Cardinal will not be limited to the authorized work outlined in Section 2(a) of this MOU and can continue with any construction or work normally authorized under the building permits it has received from the City.”

3. Paving Plan. Attached hereto as Exhibit A is the preliminary plan for the phased construction of the hard surfaced road.
4. Ratification. The Parties ratify and affirm all other provisions of the MOU except as may be inconsistent with the specific terms of this Addendum.

CITY OF BELELVUE, a Nebraska Political
Subdivision,

By: _____
Rusty Hike, Mayor

Attest:

Susan Kluthe, City Clerk

Cardinal Commons I, LLC

By: 

Authorized Representative

Corey Vandewege
(Printed Name)

Managing Member
Title

Exhibit "A"
Pavement Phasing Exhibit

4886-4926-2523, v. 2

May 30th, 2024

Administrative Report

- NC3 bi-weekly project meeting.al Hyten
- Project Reach briefing with Gener
- Meeting with city realtor to review potential tenant for Longo Drive.
- Meeting with city realtor to review proposals for adjacent site to City Hall.
- Meeting with Mid America Council for community nominations.
- Creative review with project team for Entertainment District.
- United Cities Meeting
- Meeting with Wastewater Agency Director
- PHFADA board meeting for NC3 project.
- ACC meeting with General Wilsbach.
- Meeting with BPD union.
- USC Budget committee meeting.
- Weekly discussions on legislative issues.
- Met with Light Up Bellevue committee.
- Meeting with Mary Hawkins, BU President, on development issues.
- Meeting with Noddle Company representative.
- Met with Congressman Flood for Library review and acknowledging the \$1.7 million grant.
- Meeting with ARM for site specific discussions.
- Downtown streetscape review with Benesch and city project team.
- Attended Offutt and Bellevue Memorial Day services.
- Met with Cox Government Affairs representative.
- Individual meeting with several Council members pertaining to city business.

Permits:

- 874 inspections performed
- 14 new permits for single-family residential dwellings

Planning:

- Had a pre-app meeting with a mixed-use development
- Had a pre-app for a new convenience store
- Attended a meeting for the Mission Avenue streetscape project
- Attended Housing our Heroes meeting in Papillion sponsored in part by the Sarpy County Housing Foundation

Code Enforcement

Police

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 5/07 – City Council meeting
- 5/09 – BPOA negotiations meeting
- 5/10 - PCAN meeting
- 5/15 – Police Memorial Service
- 5/21 – Budget and City Council Meeting

Library (See Attached)

Fire (See Attached)

Public Works (See Attached)

Finance (See Attached)



We Influence The World!

City of Bellevue
Library

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

M e m o

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 5/29/2024

- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, May 15. Among other items, the Board heard previews of the 2024 Summer Library Programs (SLP) for children and young adults and were updated on the Leisure Pass program:
 - Both SLPs have as their theme, "Adventure Begins at Your Library," and both will run from June 1 to July 31. Michelle Bullock, Children's Librarian, explained that most of the young children's registration and activities would again be in-person this year. In addition to the reading challenge, participants can take part in Adventure Play on the Library Lawn, enjoy Family Storytimes in the Park, and take part in special events like a Glow-in-the-Dark Mini Golf Party at the library. Crystal Anderson, Young Adult Librarian, said teen registration would mostly be online, but there would be in-person activities in addition to the reading challenge, such as babysitting classes, an activity to explore biofluorescence with the Nebraska Wildlife Rehab, and jigsaw puzzle competitions.
 - Clair LaCosse, Circulation Manager, shared with the Board how most of the Leisure Passes offered to patrons are now digitized. Leisure passes are designed to give members of the community opportunities to explore cultural and recreational activities. Patrons can use their library cards to set up pass reservations through the library's website and catalog. The library now has a new pass available to the Luminarium. Other passes include Pool Passes to the Bellevue swimming pools; Gifford Farm passes; Lauritzen Garden passes; Durham Museum passes; Fontenelle Forest passes; and a pass to the Children's Museum. Each entity may have specific restrictions, so patrons need to check online regarding use of the passes. The Friends of the Bellevue Public Library have purchased several of these passes for the library.
- The library will again be hosting the Kids Cruisin' Kitchen (KCK) summer meal program offered by the Salvation Army. The program will run Monday through Friday from 12:30 to 1 p.m. and is available to children 18 years and younger. The KCK program will run May 29 through Aug. 2 (no lunches will be served June 19 and July 4 and 5).
- The Bellevue Library Foundation held a book sale from May 4th to May 26th during which the public could fill a bag full of items for \$5 or purchase individual items for half price. The sale raised over \$1,578 in support of the library.
- The library was honored to participate in a preview tour of the new library at 2206 Longo Drive with U.S. Congressman Mike Flood and his staff, as well as Mayor Rusty Hike, City Administrator Jim Ristow and other City Administration and Public Works staff. Congressman Flood has been supportive of efforts by the City to obtain some Federal funding to help pay for the library project.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 5/30/2024

A. General Items:

- QA/QI
- Chief interviews for Firefighters
- Preparing for annual UL pump, ground ladder and aerial testing.
- Preparing for Bellevue Rocks event.
- Reprogramming all Bellevue Fire radios for a dedicated 911 dispatch channel.
- Preparing for Offutt appreciation event.

B. Training:

- Trama scenarios with Children's Hospital
- Infections disease lecture
- Hands on cardiac scenarios emergencies and code 99
- Live fire training with foam application
- Completed fire drill evaluations at Bellevue schools.

C. Inspections:

- Fire alarm acceptance test Mission Middle School 2202 Washington St.
- Fire sprinkler acceptance test Legato House 13510 S. 36th St.
- Final remodel inspection Woodhouse 7713 S. 19th Cir.
- Final inspection 13510 S 36th St.
- Fire alarm plan review Target 3808 Twin Creek Dr.
- Plan review suppression hood Deleon's 3512 Samson way.
- Fire sprinkler plan review Life spring Church 13904 S. 36th St.
- Remodel plan review 3604 Twin Creek Dr. # 107.
- Plan review Caring Transformations 555 Cornhusker Rd. #102.
- Underground tank inspection Pump & Pantry 3605 Summit Plaza.
- Fire alarm plan review Bellevue Library 2206 Longo Dr.
- Fire alarm plan review Honda cars of Bellevue 510 Fort Crook Rd.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls: May 1, 2024 through May 30, 2024

Fire – 125

Rescue - 403

E. Ambulance Billing

April 1-30,2024

\$ 321,660.20 in claims were sent to health insurance companies (366 insurance claims).

<\$ 163,358.50 approximate amount we will have to write off due to mandatory

adjustments/write-offs

(45% of \$321,660.20)

=====

\$ 158,301.70 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$148,220.19 deposited into the bank April 1-30, 2024

9,474.84 additional revenue in Credit/Debit/HSA card payments

=====

\$157,695.03 TOTAL April 1-30, 2024 rescue fee revenue

In the month of April 2024, there is **\$143,070.83** owed in “patient due” balances.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 4/29/2024 through 5/5/2024

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	T31	3 Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E1	3 Person
Friday	PM	Full	
Saturday	AM	E1, E41	3 Person
Saturday	PM	E1, T31 & E41	3 Person
Sunday	AM	E1, T21 & E41	3 Person
Sunday	PM	Full	

Staffing Report from 5/6/2024 through 5/12/2024

Monday	AM	E1, T21	3 Person
Monday	PM	Full	
Tuesday	AM	T21, T31	3 Person
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	E41	3 Person
Friday	AM	T31, E41	3 Person
Friday	PM	E1, T31, E41	3 Person
Saturday	AM	T31, E41	3 Person
Saturday	PM	E1, T31	3 Person
Sunday	AM	E1, T21, T31	3 Person
Sunday	PM	E1, T21, T31	3 Person





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 5/13/2024 through 5/19/2024

Monday	AM	T21, E41	3 Person
Monday	PM	Full	
Tuesday	AM	E1, T21, T31	3 Person
Tuesday	PM	Full	
Wednesday	AM	E1, E41	3 Person
Wednesday	PM	E1, E41	3 Person
Thursday	AM	E41	3 Person
Thursday	PM	Full	
Friday	AM	E1, T31, E41	3 Person
Friday	PM	T31, E41	3 Person
Saturday	AM	E1 Closed, T31, E41	3 Person
Saturday	PM	E1 Closed, T31, E41	3 Person
Sunday	AM	T21 Closed, T31, E41	3 Person
Sunday	PM	E1, T21, T31	3 Person

Staffing Report from 5/20/2024 through 5/26/2024

Monday	AM	T21, T31	3 Person
Monday	PM	Full	
Tuesday	AM	E1, T31	3 Person
Tuesday	PM	E41	3 Person
Wednesday	AM	E41	3 Person
Wednesday	PM	E41	3 Person
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	T21, T31, E41	3 Person
Friday	PM	E1, T31, E41	3 Person
Saturday	AM	E1, T21, T31, E41	3 Person
Saturday	PM	E1, T21, T31, E41	3 Person
Sunday	AM	E1, T31, E41	3 Person
Sunday	PM	E1, T31, E41	3 Person





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153



Public Works Director's Report May 29, 2024

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

Public Works Administration:

- Reviewing Engineering documents for New Library Project.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Working on Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, Bids Received
 - 2024 Asphalt Overlay Program, Under Construction
 - Library Rehab. Project ongoing, anticipate completion late summer 2024
 - 2024 Concrete Rehab. Under Construction
 - 2024 CDBG Project, Project Awarded
 - Restroom Restoration
 - Washington Park, Project Awarded
 - Stonecroft Park, Project Awarded
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - 2024 CDBG Project, Project Awarded
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Registration for summer recreation programs
 - Summer programs underway
- Mowing operations



City of Bellevue

Public Works Department

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

- Tree Maintenance and Trimming in misc. parks
- 2024 Construction projects are awarded and underway
- Trail reconstruction underway in Twin Ridge II Park and College Heights Park
- Pools Open

Street Maintenance:

- Pothole repairs around town
- Reordering sand gravel and salt following winter operation
- ROW mowing has begun
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD
- Concrete and Asphalt repair work

Waste Water:

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library
- Remodel work at the Police Department completed





City of Bellevue

Public Works Department

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

- Typical maintenance all city facilities
- Pools were prep'ed and pool season has begun



Current Fiscal Year 2023-2024 Financials

The forecast for the year ending September 2024 is expected to contribute favorably to ending cash reserves. Capital expenditures and associated bonds will be lower than budgeted offset somewhat by the bond tender offer transaction. Here is the forecasted performance through the end of the year:

(In Whole Numbers)

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Full Year		
	FYE 2024 Budget	FYE 2024 Forecast	Better / (Worse) Than Budget
Beginning Fund Balances (Cash) 10/1/2023	27,369,100	40,662,959	13,293,859
Property Taxes	37,255,139	37,475,139	220,000
Sales Taxes	18,105,500	17,637,825	(467,675)
Occupation/Business Taxes	1,652,033	2,481,256	829,223
Other Revenues	95,617,420	85,365,522	(10,251,898)
Total Revenues	152,630,092	142,959,742	(9,670,350)
Total Resources Available	179,999,192	183,622,701	3,623,509
Personnel	44,358,694	44,029,775	328,919
Department Expenditures	28,174,203	26,621,772	1,552,431
Capital Expenditures	72,574,000	52,869,717	19,704,283
Other Expenditures	10,523,195	18,108,828	(7,585,633)
Total Expenditures	155,630,092	141,630,092	14,000,000
Change in Fund Balance/Cash Reserves	(3,000,000)	1,329,650	4,329,650
Balance Forward/Cash Reserve	24,369,100	41,992,609	17,623,509

Debt

The city continues to manage its debt. After financing the Water Main Extension (which will be recovered over time by connection fees), the bonded indebtedness of the City is \$77,135,000, down from the 9/30/2021 balance.