

Bellevue City Council Meeting Amended Agenda

Tuesday, June 18, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the June 4, 2024 City Council Minutes.
 2. (*) Acknowledge receipt of the April 9, 2024 Tree Board Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend reappointments of Lisa Taylor-Jones, Garrett Sims and Randy Bennett to the Planning Commission for three-year terms, ending August 2027. (Mayor Hike)
 - b. (*) Recommend reappointments of Steve Johnson, Doug Hill, and Ralph Gladbach to the Design Review Board for three-year terms, ending August 2027. (Mayor Hike)
 - c. (*) Recommend the appointments of John Jungers and Herb Barelman to the Bellevue Bridge Commission for six-year terms ending, August 2030. (Mayor Hike)
 - d. (*) Recommend the reappointment of Al Povondra and Steve Knutson to the Design Review Board as Alternates for three-year terms, ending August 2027. (Mayor Hike)
 - e. (*) Recommend the reappointment of Mary Hansen to the Civil Service Commission for a five-year term, ending May 2029. (City Administrator)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Show Cause Hearing on the proposed Condemnation in the rear of the property at 8258 S. 50th Street, Bellevue 68157. (Chief Building Inspector)
 1. Resolution No. 2024-14: Condemning the structure(s) located at 8258 S. 50th Street, Bellevue 68157.
15. RESOLUTIONS:
 - a. Resolution No. 2024-15: Approving the First Amendment to the Sarpy County and Cities Wastewater Agency FY2024-2025 Budget and authorize the Mayor to sign. (Public Works Director)
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Junior Sports Association (BJSA), in an amount not to exceed \$3,795.00. (Finance Director/CDBG Program Specialist)

b. Approve and authorize the Mayor to sign Amendment No. 2 to the Engineering Services Agreement with HDR Engineering, Inc. for Sarpy County Wastewater Connection Evaluation at Highway 34 & Highway 75, in an amount not to exceed \$305,000.00. (Public Works Director)

c. ^^ Approve and authorize the Mayor the MAPA Agreement with Nebraska Department of Transportation NDOT for the replacement of a mini-bus, in an amount not to exceed \$25,008.00 (City's Share) (Human Service Manager)

d. ^^ Approve and authorize the Mayor to sign the Professional Services Agreement with Whitewater West Industries Ltd. for Engineering Design Services on the Bellevue Indoor Waterpark, in an amount not to exceed \$150,000.00. (Community and Economic Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(June report will be attached to the July 2nd packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

***5b.1**
6/18/2024

Bellevue City Council Meeting, June 4, 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 4th of June 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 City Attorney Aimee Bataillon.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, 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 Burns, seconded by Preister, to approve the agenda.

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 Burns, to approve the consent agenda.

Consent agenda included the following items: Approval of the May 21, 2024 City Council Minutes; approval of Claims; approve and authorize Mayor to sign Memorandum of Understanding (MOU) with Cardinal Commons I, LLC.

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: NONE

LIQUOR LICENSES:

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)

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

Councilman Cook questioned if this was going to be a small convenient store.

Ms. Genevieve Cummings, 1919 South 47th Street, replied yes. She explained the store will not sell gas. Discussion followed.

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

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Burns, to 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. 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 ADOPTION: (Third Reading):

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

MINUTE RECORD

Bellevue City Council Meeting, June 4, 2024, Page 2

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 final time.

Motion was made by Preister, seconded by McCaw, to approve 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. 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) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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 Cook, to 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. 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. 2024-12: Update of Master Fee Schedule. (City Clerk)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2024-12: Update of Master Fee Schedule. 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 #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)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 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. 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 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)

Motion was made by Casey, seconded by Welch, to 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. 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 Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB) to

MINUTE RECORD

Bellevue City Council Meeting, June 4, 2024, Page 3

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 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 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 HDR Engineering professional engineering design services for Prairie Hills Development in an amount not to exceed \$423,400.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to 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. 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 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)

Motion was made by Welch, seconded by Cook, to 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. 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 Heimes Corp. to replace 24" pipe west of 37th and Granada Pkwy. in the amount of \$30,852.00. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve and authorize Heimes Corp. to replace 24" pipe west of 37th and Granada Pkwy. in the amount of \$30,852.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the 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)

Motion was made by Cook, seconded by Preister, to 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. 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)

Councilman Preister requested clarification on the two items adjacent to City Hall and an update on the Entertainment District. Discussion followed.

CLOSED SESSION:

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 6:20 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.

MINUTE RECORD

Bellevue City Council Meeting, June 4, 2024, Page 4

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 June 4, 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.

Susan Kluthe, City Clerk



City of Bellevue

April 9, 2024. Tree Board meeting minutes

Attendance: Jo Langabee, Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were present. A guest interested in joining the Board, Kathy Radosta, also attended. Rob Clatterbuck was absent.

Jo reminded all to turn their volunteer time and mileage to Deborah. **Jo will send in her hours and encouraged others to do so.** Deborah had a hard copy of the hours and miles file available for people to update their contributions.

Nancy made a motion to approve the minutes of the March 12, 2024 meeting. Tom seconded the motion. All approved the March minutes. **Deborah will send them to the City of Bellevue to be filed.**

There was **no city parks report** as Jim Shada did not attend the meeting, possibly due to the city park duties. Jo reported that the city park staff and Jim were working in American Heroes Park on Monday, April 8. They were mowing and working on the pond. Jo asked Jim about the Tree Plotter software situation and he said he would personally request it. He wanted her to email him the details of the software. Jo emailed Rachel and Jim about this. Jim reminded Jo that the pond is designed to be a fishing pond and that is why they cut out so many of the cattails along the shore. Nancy concurred that cattails can be aggressive in a pond. Don mentioned that American Heroes has lots of cattails growing along the railroad drainage ditch at the edge of the park. Jim also asked Jo about prospective species of flowers for a bed at Baldwin Park. Deborah mentioned that the city workers also mowed the log cabin on Monday, April 8.

Old Business

Evaluation of Tree Pruning workshop – Jo thanked all who attended. Don complimented Nancy on her expertise teaching on how to properly prune young trees. Only four people attended (other than the 4 from the Tree Board) but they all worked and trimmed some of the trees in the park. Jo would like to trim more of the trees that the Tree Board planted in the past 5 years. She asked Graham how late we can safely prune a tree and he said June is still okay for trimming. Don suggested we tentatively

set a couple of dates to do this ourselves. He said to pick days when most could come. After juggling calendars, it was decided to meet at 8am on May 13 and May 20. **Jo will email which parks to go to on those dates.** Don reminded us that we can also all go to parks near where we live and prune if needed. He was excited that a volunteer came to our workshop from Creighton grounds staff, and one came from a neighborhood watch group. Kathy mentioned that mulberry trees were severely trimmed in Looking Glass Park. Don pointed out that they may have been an old windbreak and were becoming a risk of falling and that mulberries are a short-lived species of tree. Jo explained to Kathy that as she completes the on-going tree inventory, she then turns over the list of trees in each park that need trimming or removing.

Oak Wilt Workshop in Bellevue Cemetery – Jo reported the organization that was to do the workshop for Graham Herbst decided that it was too far to walk from the Reed Center to the Bellevue Cemetery for the attendees. They declined sponsoring the workshop. Graham told Jo that he is trying to have Morton Arboretum do a workshop on oak wilt over Zoom. He will let Jo know when it will occur.

Arbor Day – Don is coordinating with Mission Jr. High and Birchcrest Elementary for times to meet on Arbor Day, April 26th, to plant their trees. He is hoping to go around 10 am and then at 11:30 am for the second school. Both schools have expressed excitement to have us do this for them. Don would like Tom to reserve a tree from the South Omaha Latino tree giveaway for this coming Saturday. Don will pick up his and Tom's trees and care for them until Arbor Day. This will save us money and help the tree giveaway. The trees are from Alan at Papio Valley Nursery. Alan requested Don do this as not many have reserved trees for the giveaway. Trees can be picked up at 19th and N street.

Earth Day Bellevue – Jo brought in the trifold for our tables. Don asked who is planning on attending the Bellevue event at Bellevue University on April 14th. Deborah and Tom said they were planning on it. Nancy will attend but will be at the Bee City table. Don will also attend but will be at the Green Bellevue table. Kathy asked about what questions are posed as she is a new Master Gardener. She will also come. It will be in the lower auditorium of the Muller Admin. Bldg. on campus from 1:30 to 3:30.

Earth Day in Elmwood Park – will be on April 27th. Don reported that our table will, again, be next to Green Bellevue's table. He suggested we set up two shirts as it is from 10:30-5. Kathy said she could come at 10:30 but will need to leave before 2. Tom said he would plan on all day. **Don will check with Scott to see if he can come help.** Don announced he will bring plastic to cover our table, etc. Nancy may be able to help but may also be at another booth.

Bellevue 411 articles – The Board was reminded that the articles need to be embedded in the email sending them to Bellevue 411. Don mentioned that they also may appear on channel 17.

New Board Members – Kathy was formally asked if she is willing to join our ranks. She said yes. She introduced herself as newly retired, a new Master Gardener, a former UNO staff, and excited about our work. She provided the necessary bio and Don will turn it in to the Mayor of Bellevue for approval. She is also excited to have been assigned by the Master Gardeners to work on the gardens at the Veteran's Home.

Renewing of Board members at Bellevue City Council meeting – Nancy was a little disappointed that the names were not read on April 2nd at the meeting. Don Preister, Tom Mruz, and Nancy Scott were all approved for another term of office. Don replied that due to the volume of the meeting's agenda they were approved at the very beginning of the meeting by Mayor Hike. Rob Clatterbuck was previously approved by Mayor Hike to become a member of the board.

New Business:

Tree City USA Growth Award – Jo updated the board that she has received notice that we have earned Growth Points as a Tree City USA again! We will receive the award at the future Tree City USA Workshop. The date TBA.

Tree Festival – Don visited Banner Park on April 8, 2024, and Omaha Public Works is still working on the new sewer line. We have until August to decide about the tree festival. Don explained to Kathy our tentative plans for the festival. It was to be held last fall but due to the Omaha Public Works construction was delayed. Don asked if anyone has a contact for any local banks. Diana Fiala has asked for this information from us as these are sources for veterans, etc.

Winter projects for next winter – It was decided to table this topic until our next meeting.

Triangle and Everett Park – Jo asked Nancy to plan the replanting of Everett Park. It was decided to meet at 1pm on the 19th of April to do this. Jo announced that she will clean up the bed at the caboose today after lunch and she will work on the triangle bed on April 11 at 8am. She asked anyone who was available to come and help with these. **She will send out an email reminder for them.**

Nancy announced she is learning the parameters for obtaining Bee City USA for Bellevue. She is researching and compiling a list for each season of appropriate plants

for pollinators. She would like to end up with a simple pledge card for the public and have certificates to recognize those who planted the proper plants to bloom during each season. Deborah suggested using this information for Bellevue 411 articles. Don and others thanked her for doing this. Jo and Deborah offered Nancy some of their reference books to assist with the project. Jo also mentioned Nebraska Lepidoptera.com to help with ranges, etc.

Due to the busy spring schedules, it was decided that we not meet in May but simply email items of importance to each other.

There being no further business, Nancy and Tom moved and seconded that we adjourn the meeting. All present approved. Our next Tree Board meeting will be June 11, 2024, at 9am in the conference meeting room on Wall Street.

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for June 11, 2024

Attendance

Volunteer Hours to Deborah
Approve Minutes of April 9, 2024, meeting
Parks Report – Jim:
Tree watering:

Old Business

Bellevue 411 – articles
Tree Festival/Memorial Forest update
Recap Earth Day Events
Recap Arbor Day Plantings
Tree Inventory
Tree Plotter software update
Winter Projects ideas/ needs
Tree City USA Workshop

New Business

Arrows to Aerospace Parade
Monthly timeline with duties

MINUTE RECORD

*6
6/18/2024

CLAIMS FOR JUNE 18, 2024

PAGE 1

MAYOR		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	13.10
		<u>\$ 13.10</u>
CITY ADMINISTRATOR		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	25.34
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	205.47
		<u>\$ 230.81</u>
CITY COUNCIL		
DON PREISTER	2024/04/04-05/03 REIMB FOR INTERNET	212.12
		<u>\$ 212.12</u>
LEGAL		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	25.77
NEBRASKA.GOV	SUBSCRIPTION FEE, CASE LISTING	132.00
		<u>\$ 157.77</u>
Cable Advisory		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	8.73
COX BUSINESS SERVICES	2024/05/19-06/18 MONTHLY SERVICE	9.04
		<u>\$ 17.77</u>
CITY CLERK		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	13.10
CAPITAL BUSINESS SYSTEMS, INC	2024/04/26-05/25 COPIER EXPENSE	146.07
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
		<u>\$ 189.17</u>
FINANCE/RISK MANAGEMENT		
CAPITAL BUSINESS SYSTEMS, INC	2024/04/21-05/20 COPIER EXPENSE	13.45
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	63.46
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
QUADIENT FINANCE USA, INC	2024/05/01 REFILL ACCT 9893 (1500 WALL)	1,000.00
		<u>\$ 1,106.91</u>
LIBRARY		
CAPITAL BUSINESS SYSTEMS, INC	2024/04/30-05/30 COPIER EXPENSE	551.37
CENGAGE LEARNING, INC	LARGE PRINT BOOKS	863.70
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	43.65
INGRAM LIBRARY SERVICES	BOOKS	2,552.55
MATRIX BUSINESS SYSTEMS INC	2024/05/31M COPIER EXPENSE	14.04
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	1,530.66
PRONUNCIATOR	2024/07/01-2025/06/30 ANNUAL SUBSCRIPTION	1,850.00
RUFF WATERS	AQUARIUM MAINTENANCE	75.00
SCOTT WELCH	2024/06/31M MONTHLY WEB HOSTING	125.00
VERIZON WIRELESS	2024/05/17-06/16 MONTHLY SERVICE	200.05
WILDLIFE ENCOUNTERS	LIBRARY SUMMER READING PROGRAM	350.00
		<u>\$ 8,156.02</u>
ADMINISTRATIVE SERVICES/PERSONNEL		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	61.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	2024/05/06-05/20 PHYSICAL AND DRUG TESTING	400.00
OMAHA PUBLIC POWER DISTRICT	2024/04/22-05/22 MONTHLY SERVICE	190.67
ONE SOURCE	2024/05/01-06/01 BACKGROUND CHECKS	565.50
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	2,591.31
		<u>\$ 3,838.49</u>
CODE ENFORCEMENT		
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	25.66
GREAT PLAINS UNIFORMS	SAFETY BOOTS-P RICCIARDI	129.50
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	670.09
		<u>\$ 825.25</u>

MINUTE RECORD

CLAIMS FOR JUNE 18, 2024

PAGE 2

PUBLIC WORKS

BLACKHAWK HOMEOWNERS ASSOCIATION	2024 ANNUAL BHOA MAINTENANCE AGREEMENT	16,775.62
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	52.38
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	2024/08/01-2025/07/31 YEARLY MAINTENANCE	9,545.00
JEO CONSULTING GROUP, INC	BPW-230510 ASSISTANCE WITH PCSMO REVIEWS THRU 2024/05/24	907.75
MATRIX BUSINESS SYSTEMS INC	2024/04/31-05/30 COPIER EXPENSE	240.25
METROPOLITAN AREA PLANNING AGENCY	BPW-240117 FT CROOK TRANSIT PLANNING & STUDY	25,000.00
ONE CALL CONCEPTS	2024/05/31M LOCATES	1,288.62
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	89.85
		\$ 53,899.47

PARKS

A-RELIEF SERVICES	2024/05/30-06/26 PORTABLE RESTROOMS-CITY PARKS	801.00
CAPITAL BUSINESS SYSTEMS, INC	2024/04/18-05/17 COPIER EXPENSE	16.32
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	39.29
CROW LAWN CARE	2024/05/05-06/06 CODE CLEANUP	3,900.00
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 2024 TRAIL RENOVATION THRU 2024/06/01	42,726.27
METROPOLITAN UTILITIES DIST	2024/04/05-05/06 MONTHLY SERVICE	67.09
OMAHA PUBLIC POWER DISTRICT	2024/04/02-05/02 MONTHLY SERVICE	2,413.43
THIELE GEOTECH	BPW-240106 2024/05/15-05/23 MATERIAL TESTING-TRAIL	1,583.00
TY'S OUTDOOR POWER & SERVICE	NEW SALT & SANDER BOX	13,850.12
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	1,295.79
		\$ 66,692.31

RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	229.80
AQUA-CHEM	CHEMICALS FOR POOLS, INSTALL QUAD RING FOR FILTER-CASCIO, GILBERT	4,390.25
B&D DIAMOND PRO	BALLFIELD DRESSING-BALDWIN	10,155.00
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	55.15
DARIEN MYERS-KROMMENHOEK	REFUND SWIMMING LESSONS	80.00
ELIZABETH ROLLING	REFUND SWIMMING LESSONS	80.00
JO DONS	BANNERS FOR BALLFIELD	300.00
KAREN LOPEZ	REFUND SWIMMING LESSONS	40.00
KORTNI DENNING	REFUND SWIMMING LESSONS	40.00
MARCIA REID	REFUND TRACK	40.00
MARIA GUADALUPE DIAZ	REFUND GRADUATION RESERVATION	425.00
MIDWEST IMPRESSIONS	YOUTH BASEBALL T-SHIRTS	1,074.00
ODEYS FIELD EXPERTS	LINESTRIP WHITE PAINT	605.00
OMAHA PUBLIC POWER DISTRICT	2024/04/22-05/22 MONTHLY SERVICE	236.29
SHANNON PICHA	REFUND SWIMMING LESSONS	40.00
TRICO MECHANICAL SERVICES	CUBER STARTUP-BALDWIN FIELD	303.98
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	126.89
		\$ 18,221.36

FACILITY MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	MAINTENANCE & ANNUAL SAFETY TEST-2 LIFTS-REED CTR	358.00
A-RELIEF SERVICES	HAND SANITIZER FOR PORTABLE RESTROOM-CEMETERY	199.00
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	4.37
CODY PEST MANAGEMENT	2024/01/02-05/06 PEST CONTROL	335.00
DWAYNE NIELSEN	CABLED SINK DRAIN-DIST 1	250.00
FIRE PROTECTION SERVICES, LLC	REPLACED SMOKE DETECTOR-DIST 2	540.00
FISH WINDOW CLEANING	WINDOW CLEANING-1500/1510 WALL ST	863.00
HD SUPPLY formerly Home Depot Pro	FOOD SAFE SANITIZER, VAC BAGS	37.18
HELM SERVICE	REPLACE INDUCER MOTOR-TRAINING SITE	1,084.22
IDEAL PURE WATER COMPANY	BOTTLED WATER	32.75
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	140.35
MILLARD SPRINKLER	COUPLING, RISER FOR SPRINKLER	431.00
MMC MECHANICAL CONTRACTORS, INC	BEARING REPLACEMENT COOLING TOWER FAN, COIL CLEANING, COOLING TOWER, ARCHIVE ROOM	10,517.50
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	1,050.76
PRIORITY TERMITE & PEST CONTROL	EXTERMINATION SERVICE-LIBRARY	2,000.00
ROCHESTER MIDLAND CORPORATION	2023/12/31-2024/06 WATER ENERGY TEAM BILLING	1,100.04
TITANIUM FIRE SPRINKLER COMPANY	RELOCATE 6 SPRINKLER HEADS-LEGAL OFFICE	1,245.00
TRICO MECHANICAL SERVICES	HVAC SERVICE-DIST 4, STREET	606.06
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	765.53
		\$ 21,559.76

MINUTE RECORD

CLAIMS FOR JUNE 18, 2024

PAGE 3

CEMETERY

CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	4.37
COX BUSINESS SERVICES	2024/05/22-06/21 MONTHLY SERVICE	91.99
OMAHA PUBLIC POWER DISTRICT	2024/04/22-05/22 MONTHLY SERVICE	663.29
WINDY PRAIRIE SYSTEMS, INC	2024/07/01-2025/06/30 LICENSE FEE- KIOSK	2,300.00
		\$ 3,059.65

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/03/11-05/05	43,532.25
ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BLDG REMODEL THRU 2024/05/31	67,359.60
EVERY RENTS	PROPANE	16.46
BIG RIG REPAIR, INC	HOIST KIT FOR STR110 AND AT334	8,062.00
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	39.29
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	PULL CABLES, REWIRE GOLDEN BLVD & 370	6,670.00
CROW LAWN CARE	2024/05/13/05/25 ROW MOWING-CYCLE 3	10,992.35
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT CROOK & FAIRVIEW STUDY 2024/04/30M	10,170.00
IA/NE CONCRETE PRODUCTS	CONCRETE	1,440.00
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK DRAINAGE IMPROVEMENT THRU 2024/04/26	4,439.49
LOGAN CONTRACTORS SUPPLY	MONOFILM EVAP RETARDENT	24.75
MARTIN ASPHALT	BULK OIL FOR TACK MACHINE	1,820.00
METROPOLITAN UTILITIES DIST	REPLACED VALVE - 2904 HANCOCK-SOUTH ST SHOP	1,114.88
METROPOLITAN UTILITIES DISTRICT	GAS SERVICES ODORANT BLDG RENOVATION	3,563.00
MID-AMERICAN SIGNAL	INTERSECTION RADAR,CABINET INTERFACE	16,542.00
OMAHA PUBLIC POWER DISTRICT	2024/04/02-05/02 MONTHLY SERVICE	13,130.90
OMNI ENGINEERING	ASPHALT	5,384.96
READY MIXED CONCRETE COMPANY	CONCRETE	11,792.16
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	6,172.79
		\$ 212,266.88

FLEET MAINTENANCE

911 CUSTOM, LLC	ION T-SERIES LINEAR DUO, AMBER PERM KIT	728.06
ALLIED OIL & TIRE COMPANY	OIL, ANTIFREEZE, DEF FLUID	4,493.60
ARNOLD MOTOR SUPPLY, LLC	LUBEGUARD	12.89
AUTOMOTIVE WAREHOUSE DIST, INC	DAYCO/FORNEY/RAYBESTOS/PICO/FELPRO, BRAKLEEN, LUBEGUARD	1,892.89
BAUER BUILT TIRE & SERVICE	TIRES, SERVICE CALLS	2,383.14
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	30.56
DANKO EMERGENCY EQUIPMENT	FIELD SERVICE KITS FOR STOCK FOR FIRE	543.59
FACTORY MOTOR PARTS CO	BOOT-IGNITION WIRE, BATTERIES	246.20
GRAINGER	CIRCULAR SAW BLADE, COATED GLOVES	130.82
HENDERSON PRODUCTS, INC	TAIL GATE PINS	37.00
HOSE & HANDLING, INC	HOSE AND CLAMPS-ST146	193.08
HOUSE OF MUFFLERS AND BRAKES	CHECK TAIL PIPE-HS1	316.83
NAPA AUTO PARTS	FILTERS, SPEED SENSOR, GLOVES, CLAMPS, ROTOR, CONNECTORS, VALVE COVER,	768.47
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CRIMP N SEAL, REC BLADES, CONNECTORS, TERMINALS, DRILL BITS, TY-RAP, NUTS	1,202.83
NORTH CENTRAL EMERGENCY VEHICLES	SHELF NUT CLIPS	212.52
OMAHA PUBLIC POWER DISTRICT	2024/04/23-05/23 MONTHLY SERVICE	911.03
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	486.65
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS RENTAL	465.25
WOODHOUSE PLATTSMOUTH	REPLACE POWER WINDOW SWITCH -P0600	620.48
		\$ 15,675.89

SOLID WASTE

PAPILLION SANITATION	2024/04/30-05/14 GLASS RECYCLING	536.76
PAPILLION SANITATION	2024/05/31M TRASH HAULING IN-HOUSE	347,884.01
		\$ 348,420.77

PLANNING

CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	13.10
CAPITAL BUSINESS SYSTEMS, INC	2024/04/18-05/17 COPIER EXPENSE	77.26
OLSSON ASSOCIATES	COMP PLAN AND LONG RANGE TRANSPORTATION THRU 2024/05/04	43,479.51
PAPIO MISSOURI RIVER NRD	SO SARPY PAPIO WATERSHED I NTERLOCAL PARTNERSHIP	37,874.00
PAPIO MISSOURI RIVER NRD	PAPIO CREEK WATERSHED INTERLOCAL PARTNERSHIP FEE	381,354.36
SARPY COUNTY TIMES	RENEW SUBSCRIPTION FOR 52 WEEKS	136.99
		\$ 462,935.22

MINUTE RECORD

CLAIMS FOR JUNE 18, 2024

PAGE 4

PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	2024/04/18-05/17 COPIER EXPENSE	189.95
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	21.83
CORNHUSKER AUTO WASH	VEHICLE WASH, SPOT CLEAN	59.81
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	1,213.32
WOODHOUSE CBP	2024 FORD RANGER VIN#1FTER4PH1RLE20909	37,495.00
		\$ 38,979.91

POLICE

ABM SUPPLY	RIFLE-RATED BALLISTIC SHIELDS AND ACCESSORIES	9,040.00
AMAZON WEB SERVICES, INC	2024/05/31M AMAZON WEB SERVICES	946.63
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS, NNO	597.00
AUTO BODY AUTHORITY	TOW CHARGE-UNIT 644, UNIT 703	500.00
CAPITAL BUSINESS SYSTEMS, INC	2024/04/17-05/16 COPIER EXPENSE	428.64
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	374.02
CORNHUSKER AUTO WASH	VEHICLE WASH, SPOT CLEAN	30.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	14.65
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FEE FOR RECORDS	44.40
GREAT PLAINS UNIFORMS	TRAINING POLOS	863.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	150.00
J P COOKE COMPANY	NOTARY POCKET STAMPERS-EIDENMILLER, PAGE	65.80
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	89.69
JASON MELROSE	REIMB FOR BAGPIPE PURCHASE	1,100.00
JOE MILOS	REIMB PER DIEM FOR TRAINING	708.00
JUMPERS 4 YOU	BOUNCE HOUSE RENTALS FOR NNO	908.00
MATRIX BUSINESS SYSTEMS INC	2024/04/31-05/30 COPIER EXPENSE	302.89
MICROFILM IMAGING SYSTEMS	SERVICE AGREEMENT RENEWAL 2024/06/01-2025/05/31	480.00
NEB ASSOC OF PROPERTY & EVIDENCE CLERKS	NAPE 2024 MEMBERSHIPS	150.00
NEBRASKA FURNITURE MART	FURNITURE FOR CHIEF'S OFFICE & MEETING ROOM	4,142.88
NEBRASKA LAW ENFORCEMENT TRAINING	TABE TEST FEES	20.00
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	36.33
SIGNIT	GRAPHICS FOR SWAT WALL	470.00
SMITH DAVIS INSURANCE INC	NOTARY BOND RENEWAL-TREINEN	40.00
TWIN CREEK ANIMAL HOSPITAL	VET VISIT-DIETZ	1,585.55
U.S. CELLULAR	2024/05/04-06/03 MONTHLY SERVICE	133.04
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	338.00
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	14,947.41
VERIZON WIRELESS	2024/05/24-06/23 MONTHLY SERVICE	576.18
		\$ 39,082.11

FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	UPGRADES TO PLYMOVENT FOR EXHAUST, FREIGHT	24,245.50
AIRGAS USA, LLC	MEDICAL OXYGEN	191.82
BELLEVUE PRINTING	BUSINESS CARDS-FOWLER	30.00
BIG RED LOCKSMITHS	DUPLICATE KEYS FOR COMMUNICATIONS	32.00
BOUND TREE MEDICAL, LLC	MANIKIN MEGA CODE KELLY	10,807.09
BOUND TREE MEDICAL, LLC	MEDICAL & PHARMACY SUPPLIES	9,510.41
CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	111.26
DXP ENTERPRISES, INC	GAS METER MAINT AND CALIBRATION	6,602.85
ED M FELD EQUIPMENT CO	AIR ANALYSIS	900.00
ED M FELD EQUIPMENT CO	VALVE PLUG & SEAT ASSEMBLY	38.40
EV METALWORKS	METAL NAME TAGS FOR LOCKERS	1,275.00
GREAT PLAINS UNIFORMS	UNIFORM-BETTS	193.50
KFT FIRE TRAINER, LLC	FREIGHT ONLY FOR DISPLAY UNIT	52.45
MACQUEEN EQUIPMENT, LLC	BUNKER GEAR, FIREARMOR GLOVES	4,253.21
MARCO TECHNOLOGIES, LLC	2024/05/27-06/26 COPIER EXPENSE	45.16
MARCO TECHNOLOGIES, LLC	2024/05/27-06/26 COPIER EXPENSE	23.58
NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP DUES-P GUIDO 2024/06/11-2025/06/12	225.00
OMAHA PUBLIC POWER DISTRICT	2024/04/02-05/02 MONTHLY SERVICE	5,795.36
SHARP IMAGE INC	WINDOW TINTING- (4) FORD F-550	900.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,665.50
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	9,386.33
WPS/TRICARE FOR LIFE	REIMB FOR SERVICES-K ROSS	494.94
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,381.80
		\$ 78,161.16

MINUTE RECORD

CLAIMS FOR JUNE 18, 2024

PAGE 5

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2024/05/22-06/21 MONTHLY SERVICE	242.25
HEARTLAND MARKETING & COMMUNICATIONS,	2024/04/01-04/28 SOCIAL MEDIA CAMPAIGN	3,823.64
LOCKTON COMPANIES, LLC	2024/06/30M CONSULTING WELLNESS	1,875.00
		\$ 5,940.89

INFORMATION TECHNOLOGY

BIG RED LOCKSMITHS	DUPLICLATE KEYS	21.00
CARASOFT TECHNOLOGY CORPORATION	2024/04/30-2025/04/29 PROFESSIONAL SERVICES	3,919.14
MOTOROLA SOLUTIONS, INC	WIDEBAND LOW PROFILE	383.30
ONE CALL CONCEPTS	2024/05/31M LOCATES	4.38
STERLING COMPUTERS	UNIFIED THREAT PROTECTION SOFTWARE	1,100.00
		\$ 5,427.82

2206 LONGO DR-NEW LIBRARY

C&E INDUSTRIES	2024/04/30 MONTHLY JANITORIAL SERVICE	3,854.14
CENTURY LINK	2024/05/04-06/03 MONTHLY SERVICE	137.12
COX BUSINESS SERVICES	2024/04/27-05/26 MONTHLY SERVICE	147.00
FIRE PROTECTION SERVICES, LLC	05/02/24 SERVICE CALL TO REVIEW MAIN PANEL	409.20
METROPOLITAN UTILITIES DIST	2024/04/05-05/03 MONTHLY SERVICE - GAS	741.54
MIDWEST PROTECTION SERVICES, INC	2024/04-01-05/31 MONITORING OF FIRE ALARM SYSTEM	51.36
MMC MECHANICAL CONTRACTORS, INC	HVAC THERMOSTAT NOT WORKING PROPERLY	368.50
OMAHA PUBLIC POWER DISTRICT	2024/03/22-04/23 MONTHLY SERVICE	5,473.76
PAPILLION SANITATION	2024/05/31M SERVICE	332.68
PROFESSIONAL SECURITY SYSTEMS, INC	CHECK ALARM FOR TROUBLE CONDITIONS	100.00
SELDIN LLC	LIGHTS, MAINTENANCE, MGT FEES	3,428.69
STERICYCLE, INC	2024/05/31M SERVICE	180.85
TAILORED LAWNS, INC	FERTILIZING APP AND WEED CONTROL	700.00
VOSS LIGHTING	LIGHTING	180.08
WATERLINK INC	2024/05/31M WATER TREATEMENT SERVICE	431.63
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2024/05/31	80,063.10
		\$ 96,599.65

WASTEWATER

CENTURY LINK	2024/05/13-06/12 MONTHLY SERVICE	681.13
ELLIOTT EQUIPMENT CO	BRACE TENSIONERS, FREIGHT	796.79
INDOFF, INC	OFFICE SUPPLIES	137.97
OMAHA PUBLIC POWER DISTRICT	2024/04/11-05/13 MONTHLY SERVICE	4,843.82
PRECISE MRM LLC	2024/04/30M FLAT DATA	46.00
RAILROAD MANAGEMENT CO	2024/09/10-2025/09/09 LICENSE FEES	379.14
US BANK VOYAGER FLEET SYSTEMS	2024/04/30M FUEL PURCHASES	3,174.57
UTILITY EQUIPMENT COMPANY	PVC CEMENT, MARKING PAINT, PARTS	425.35
		\$ 10,484.77

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/05/28 MONTHLY SERVICE	100.19
		\$ 100.19

FEDERAL FUNDS-JUSTICE FUNDS

VERIZON WIRELESS	2024/05/22-06/21 MONTHLY SERVICE	581.30
		\$ 581.30

TOTAL CLAIMS FOR JUNE 18, 2024 \$ 1,492,836.52

TOTAL PAYROLL FOR JUNE 7, 2024 \$ 1,678,134.51




We Influence The World!

***8a. 6/18/2024** ***8b. 6/18/2024**

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

MEMO

To: Council President Paul Cook & Council Members
From: Rusty Hike, Mayor 
Subject: Reappointments to the Planning Commission & Design Review Board
Date: June 11th, 2024

Please consider the following for reappointment to the Planning Commission, they will serve a three-year term ending August 2027.

Lisa Taylor-Jones
10706 South 26th
Bellevue, NE 68123
402-319-1922
Lktaylor1@msn.com

Garrett Sims
14305 South 21st Street
Bellevue, NE 68123
402-885-0523
gsims1@cox.net

Randy Bennett
4708 Sierra St
Bellevue, NE 68133
402-291-7939
RBennett@gtmidwest.com

Please consider the following for reappointment to the Design Review Board, they will serve a three-year term ending August 2027.

Steven Johnson
1864 South 155th Circle
Omaha, NE 68144
402-315-1880
stevenjohnsonlaw@aol.com

Doug Hill
3330 7th Ave
Council Bluffs, IA 51501
402-291-6100
dhill@hillfarrell.com

Ralph Gladbach
1708 Childs Rd East
Bellevue, NE 68005
402-934-7749
rgladbach@gparchne.com




We Influence The World!

***8a. 6/18/2024** ***8b. 6/18/2024**

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***8c.** 6/18/2024 ***8d.** 6/18/2024

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

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor 

Subject: Reappointments to the Bellevue Bridge Commission & Design Review Alternate

Date: June 12th, 2024

Please consider the following for reappointment to the Bellevue Bridge Commission, they will serve a six-year term ending August 2030.

John Jungers
112 Combs Rd
Bellevue, NE 68005
402-216-3638

Herb Barelman
129 Longwood Drive
Bellevue, NE 68133
402-291-5219

Please consider the following for reappointment to the Design Review Board as alternates, they will serve a three-year term ending August 2027.

Al Povondra
1609 Bellevue Blvd North
Bellevue, NE 68005
402-505-7658

Steve Knutson
817 North 4th St
Bellevue, NE 68005
402-515-5144




We Influence The World!

***8c.** 6/18/2024 ***8d.** 6/18/2024

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

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor 

Subject: Reappointments to the Bellevue Bridge Commission & Design Review Alternate

Date: June 12th, 2024

Please consider the following for reappointment to the Bellevue Bridge Commission, they will serve a six-year term ending August 2030.

John Jungers
112 Combs Rd
Bellevue, NE 68005
402-216-3638

Herb Barelman
129 Longwood Drive
Bellevue, NE 68133
402-291-5219

Please consider the following for reappointment to the Design Review Board as alternates, they will serve a three-year term ending August 2027.

Al Povondra
1609 Bellevue Blvd North
Bellevue, NE 68005
402-505-7658

Steve Knutson
817 North 4th St
Bellevue, NE 68005
402-515-5144

***8e.**
6/18/2024



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City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook & Council Members

From: Jim Ristow, City Administrator

Subject: Reappointment to the Civil Service Commission

Date: June 12th, 2024

Please consider the following for reappointment to the Civil Service Commission, she will serve a five-year term ending May 2029.

Mary Hansen
513 Ridge Rd
Bellevue, NE 68005
402-292-6781

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/18/24		SUBMITTED BY: Mike Christensen	
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:

8258 S 50th St. Bellevue, NE 68005

SYNOPSIS/BACKGROUND:

Non-conforming Nondwelling structures being constructed in the rear of the property located at 8258 S 50th St. Bellevue, NE 68157. Several neighbors have complained about the structures being a public nuisance in their neighborhood. Two notices have been delivered to the property stating that these structures are not in compliance with city ordinance sec. 15-82 for nondwelling structures, but the non-conforming construction continues.

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:

order the nondwelling structures located at 8258 S 50th St. Bellevue, NE 68157 to be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condion.

ATTACHMENTS:

- | | | |
|----------|-------------------------|-------------------------|
| 1. photo | 2. photo | 3. photo |
| 4. photo | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



14a.
6/18/2024

NOTICE OF HEARING

Mardell Curry

OWNER OF: Lot 1, Southern Park Replat I

LOCATED AT 8258 South 50th Street

BELLEVUE, SARPY COUNTY, NEBRASKA,

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

Tuesday, June 18, 2024 at 6:00 p.m.

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.


Susan Kluthe
Bellevue City Clerk



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City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska
68005 ▪

May 28, 2024

From:  Mike Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe, City clerk

Subject: 8258 S 50th St. Bellevue, NE 68157. LEGAL: 1 SOUTHERN PARK REPLAT I
(1.60 AC)

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the nondwelling structures in the rear of the property located at 8258 S 50th St. Bellevue, NE 68157 have been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Mardel Curry 8258 S 50th St. Bellevue, NE 68157.

On April 3, 2024, a certified letter was sent to 8258 S 50th St. Bellevue, Ne 68157 and a copy was attached to the front door of the dwelling. The letter stated that the structures being constructed at the rear of the property were in violation of the City of Bellevue Nebraska Code of Ordinances Sec. **15-82. Nondwelling structures.** (b) Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every nondwelling structure shall be so maintained as to prevent the structure from becoming a harborage of rodents, vermin and insects and shall be kept in a reasonably good state of maintenance and repair.

Since then, a second notice was hand delivered on May 14, 2024, but the non-conforming construction methods continue on these structures. Therefore, I am sending this report to you with my opinion that the structures as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

#1



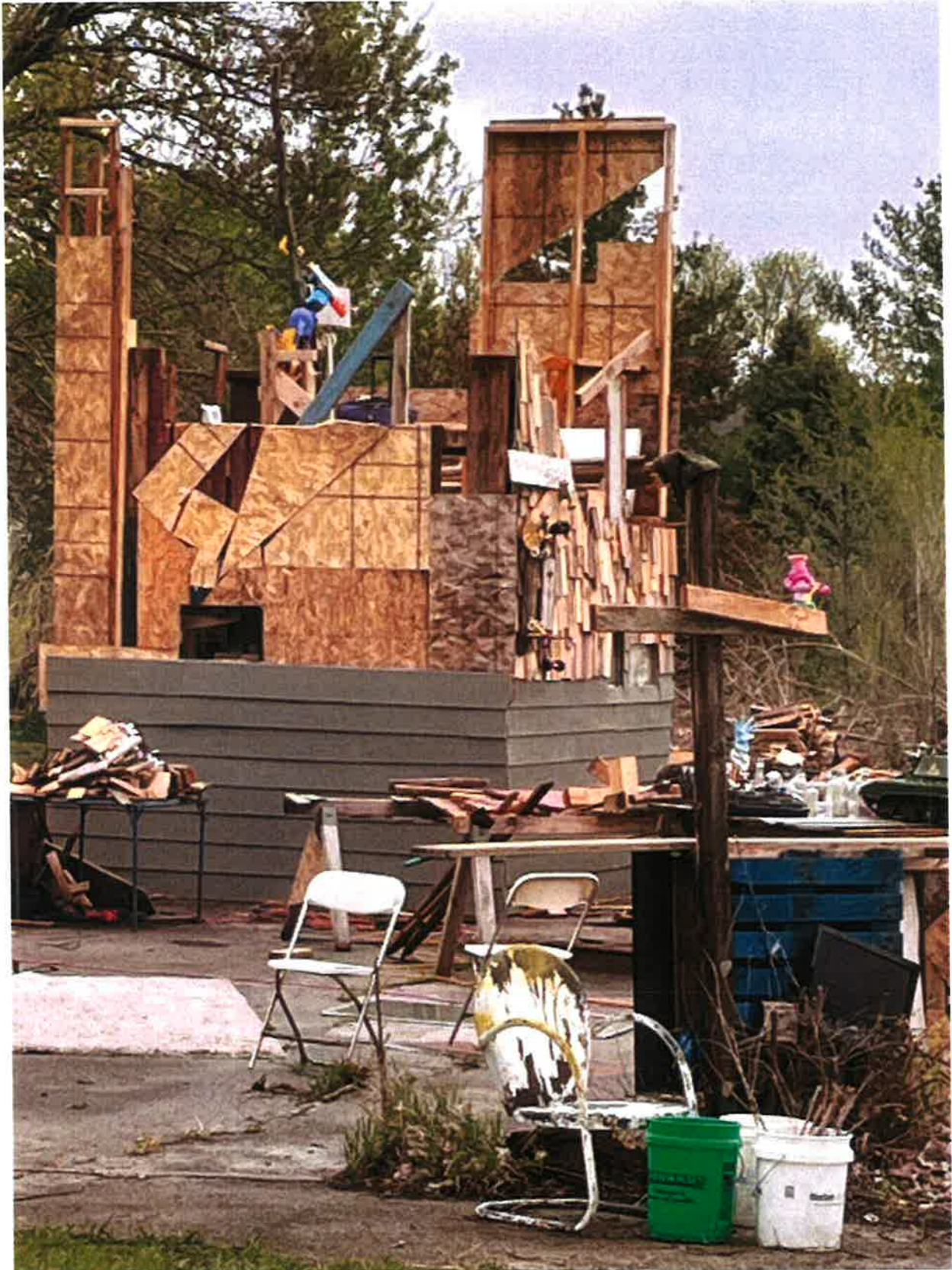
#2



#3



#4





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

June 6, 2024

Mardel Curry
8258 South 50th Street
Bellevue, NE 68157

Re: Structure located at **8258 South 50th Street Bellevue, NE 68157**
LEGAL: Lot 1, Southern Park Replat I

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at **8258 South 50th Street Bellevue, NE 68157**. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, June 18, 2024 at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

A handwritten signature in cursive script that reads "Susan Kluthe".

Susan Kluthe
Bellevue City Clerk

CC: Mike Christensen

RESOLUTION NO. 2024-14

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located in the rear of the property on

Lot 1, Southern Park Replat I
Bellevue, Sarpy County, Nebraska,

and located at 8258 South 50th Street, Bellevue, Nebraska 68157, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by July 18, 2024 and if not done by July 18, 2024, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 18th day of June, 2024.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 18, 2024		SUBMITTED BY: David Goedeken, Epiphany Ramos	
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 2024-15 Approving the proposed FY2024-2025 Budget for the Sarpy County Wastewater Agency.

SYNOPSIS/BACKGROUND:
The Sarpy County and Cities Wastewater Agency consists of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista, and Gretna. The Agency and its members are required to approve the annual budget and any amendments. The Agency Board has approved the proposed FY2024-2025 Budget and the City Council need to reivew and approved the same.

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

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 DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:
Approve and authorize the Mayor to sign Resolution 2024-15 approving the First Amendment t othe Sarpy County and Cities Wastewater Agency FY2024-2025 Budget.

ATTACHMENTS:

- | | | |
|---------------------------|-------------------------|-------------------------|
| 1. Resolution No. 2024-15 | 2. Exhibit A | 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:

Linnee Bofilla
[Signature]
[Signature]

RESOLUTION NO. 2024-15

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES
WASTEWATER AGENCY PROPOSED FY2024-2025 BUDGET**

WHEREAS, the City of Bellevue ("Bellevue") is a party to an interlocal agreement (as amended, the "Formation Interlocal") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wast water Agency (the "Agency"); and,

WHEREAS, pursuant to Section IX of the Formation Interlocal, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member;

WHEREAS, pursuant to Agency Resolution No. 2024-014, the Agency Board approved the proposed FY2024-2025 Budget, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed FY2024-2025 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Bellevue that the proposed FY2024-2025 Budget is hereby approved.

ADOPTED AND APPROVED this 18th day of June, 2024.

Mayor Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY FY2024-2025 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board discussed the proposed FY2024-2025 Budget and after discussion the Agency Board deemed it advisable to approve the proposed FY2024-2025 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Formation Interlocal, the FY2024-2025 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2024-2025 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2024-2025 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of May, 2024.

ATTEST:

Lisa A. Hain
Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chair

Exhibit A

FY2024-2025 Budget

[Attached]

Consolidated Accounts	23-24		23-24		23-24		23-24		24-25
	Budget totals		Budget totals		Budget Actuals		Actual		Proposed Budget
	Originals	Amendment 1	To Date (01/16/24)	Per QB 07/01/22-02/29/24	Totals				
Income									
25010 CWSRF Construction Loan	\$ 24,324,748.00	\$ -	\$ 24,324,748.00	\$ 13,486,381.00	\$ 10,000,000.00				
25020 WIFIA Construction Loan (WIFIA) or Grants	\$ 55,081,552.00	\$ (9,766,069.00)	\$ 45,315,483.00		\$ 45,315,483.00				
26000 Member PILOT Contributions	\$ 150,000.00	\$ 338,823.00	\$ 488,823.00	\$ 488,823.00	\$ 488,900				
28000 Bellevue Expanded Force Main Contribution	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 244,887.05	\$ -				
Flow Metering Reimbursement Agency Member					\$ 1,750,000.00				
40001 CWSRF Planning Loan					\$ -				
40002 CWSRF Construction Loan					\$ -				
40003 Additional Construction Loan (WIFIA) or Grants					\$ -				
40005 Gemini Customer Contribution Funds Used	\$ 2,790,000.00	\$ (440,190.00)	\$ 2,349,810.00	\$ 2,349,809.77	\$ -				
Gemini Future ISS Replacement Reimbursement					\$ 39,600.00				
40100 Connection Fees	\$ 936,629.00	\$ 38,371.00	\$ 975,000.00	\$ 1,295,022.27	\$ 900,700.00				
40150 Springfield Omaha Sewer Charge Reimbursement	\$ 32,000.00	\$ -	\$ 32,000.00		\$ 31,000.00				
40200 User Rate Charges					\$ 426,000				
40250 User Rate Charges - CWB (ISS)	\$ 134,420.00	\$ -	\$ 134,420.00		\$ 132,674.50				
40300 Misc. Revenue									
40310 Federal Earmark	\$ 3,500,000.00	\$ -	\$ 3,500,000.00		\$ 3,500,000.00				
2024 Federal Earmark					\$ 1,000,000.00				
40320 Sarpy County ARPA Funds	\$ 500,000.00	\$ -	\$ 500,000.00		\$ 571,585.56				
40330 NEDNR LB814 Contract		\$ 10,000,000.00	\$ 10,000,000.00	\$ 2,758,555.37	\$ 1,580,000.00				
40400 Bellevue Expanded Force Main Payment					\$ 492,700.00				
40450 Member PILOT Contributions									
45000 Uncategorized Revenue	\$ 105,000.00	\$ 45,000.00	\$ 150,000.00	\$ 183,416.87	\$ 250,000.00				
Billable Expense Income					\$ -				
Sales of Product Income					\$ -				
Total Income	\$ 88,054,349.00	\$ 215,935.00	\$ 88,270,284.00	\$ 20,806,895.33	\$ 66,478,643.06				
Cost of Goods Sold									
50000 Cost of Goods Sold									
55000 Planning Loan Principal Repayment	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 250,000.00	\$ 520,700.00				
55010 Construction Loan Principal Repayment					\$ 1,000,000.00				
56000 PILOT Repaid									
56100 Sarpy Co PILOT Repaid									
56200 Bellevue PILOT Repaid									
56300 Gretna PILOT Repaid									
56400 La Vista PILOT Repaid									
56500 Papillion PILOT Repaid									
56600 Springfield PILOT Repaid									
Total Cost of Goods Sold	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 250,000.00	\$ 1,520,700.00				
Expense									
60000 Professional Services									
60001 Financial Advisor Fees	\$ 200,000.00	\$ (135,000.00)	\$ 65,000.00	\$ 33,327.51	\$ 67,000.00				
60005 Consulting Fees	\$ -								
60005.01 Steven Jensen Consulting	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,100.00	\$ 5,000.00				

60005.02 Christine Myers Consulting	\$ 20,500.00	\$ -	\$ 20,500.00	\$ 4,254.60	\$ -
60005.40 Midwest ROW Consulting	\$ 50,000.00	\$ (45,000.00)	\$ 5,000.00	\$ -	\$ -
Total Consulting Fees	\$ 75,500.00	\$ (45,000.00)	\$ 30,500.00	\$ 9,354.60	\$ 5,000.00
60006 Engineering Design Fees					
60006.01 Misc. Engineering Design Fees	\$ 50,000.00	\$ -	\$ 50,000.00		\$ 77,500.00
60006.02 Phase 1A Engineering Design Fees					\$ -
60006.03 Task Order 3 Engineering Design Fees	\$ 24,500.00	\$ -	\$ 24,500.00	\$ 4,985.87	\$ -
60006.04 ISS Engineering Design Fees					\$ -
Total Engineering Design Fees	\$ 74,500.00	\$ -	\$ 74,500.00	\$ 4,985.87	\$ 77,500.00
60007 Agency Loan Admin Fees	\$ 20,625.00	\$ -	\$ 20,625.00	\$ 10,625.00	\$ -
60010 Legal & Professional Services					
60020 Printing & Legal Notices	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 357.26	\$ 2,000.00
60030 Insurance - Commercial Liability and Public Officials	\$ 31,350.00	\$ -	\$ 31,350.00	\$ 31,034.00	\$ -
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 63,230.24	\$ 78,000.00
60050 Audit Fees	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 15,000.00	\$ 18,000.00
60060 Legal Services	\$ 450,000.00	\$ (130,000.00)	\$ 320,000.00	\$ 227,744.17	\$ 200,000.00
Legal Proceedings and Litigation					\$ 50,000.00
60070 Other Professional Services	\$ 50,000.00	\$ (25,000.00)	\$ 25,000.00		\$ 25,000.00
60080 Rate Study Services	\$ 72,872.00	\$ -	\$ 72,872.00	\$ 69,927.00	\$ 50,000.00
Total Legal & Professional Services	\$ 781,222.00	\$ (155,000.00)	\$ 626,222.00	\$ 407,292.67	\$ 423,000.00
60100 USSWS Project Costs					
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 60,000.00	\$ 570,000.00	\$ 630,000.00	\$ 829,706.75	\$ -
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 2,200,000.00	\$ (355,000.00)	\$ 1,845,000.00	\$ 951,888.31	\$ -
60130 Industrial Sewer System (ISS)	\$ 1,000,000.00	\$ (460,000.00)	\$ 540,000.00	\$ 433,442.34	\$ -
60140 Lift Stations (LS)	\$ 19,627,400.00	\$ -	\$ 19,627,400.00	\$ 3,579,610.64	\$ 5,210,000.00
60143 Force Main, Segments 1-4 (FM)	\$ 58,066,000.00	\$ -	\$ 58,066,000.00	\$ 10,841,234.79	\$ 11,500,000.00
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ 1,390,100.00	\$ -	\$ 1,390,100.00	\$ 57,226.33	\$ -
Flow Metering Construction Costs					\$ 1,750,000.00
60148 Odor Control Equipment	\$ 230,000.00	\$ -	\$ 230,000.00	\$ -	\$ 287,500.00
60150 SCI Bid Phase Services					\$ -
60160 ISS Bid Phase Services					\$ -
60170 SCI Construction Phase Services	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	\$ 87,349.93	\$ -
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 911,000.00	\$ -	\$ 911,000.00	\$ 388,545.56	\$ 1,063,400.00
60180 ISS Construction Phase Services	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 69,178.54	\$ -
60185 LS, FM & ZC3 Phase 1A Construction Testing, Surveying	\$ 297,300.00	\$ -	\$ 297,300.00	\$ 138,546.68	\$ 331,300.00
Total USSWS Project Costs	\$ 83,881,800.00	\$ (220,000.00)	\$ 83,661,800.00	\$ 17,376,729.87	\$ 20,142,200.00
62000 USSWS Operations & Maintenance					
62010 ISS/Basin Electrical O&M	\$ 2,000.00	\$ -	\$ 2,000.00		\$ 2,100.00
62020 ISS/Basin Grounds O&M	\$ 5,000.00	\$ 3,500.00	\$ 8,500.00	\$ 8,967.12	\$ 8,800.00
62030 ISS Line O&M	\$ 1,000.00	\$ -	\$ 1,000.00		\$ 1,100.00
62040 ISS/Basin Manhole/Structure O&M	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 621.62	\$ 1,100.00
62050 ISS/Basin Misc. O&M	\$ 1,000.00	\$ -	\$ 1,000.00		\$ 1,000.00
62060 ISS/Basin Permit Compliance	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 5,200.00
62070 ISS/Basin Sampling & Testing	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 487.06	\$ 10,400.00
62080 ISS/Basin Software	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 5,200.00
62090 ISS/Basin Supply Power	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 5,200.00

62100 ISS/Basin Wireless/Internet	\$ 1,500.00	\$ -	\$ 1,500.00		\$ 1,600.00
62310 USSWS Electrical O&M					\$ 5,000.00
62320 USSWS Grounds O&M	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 131.65	\$ 2,600.00
62330 USSWS Line O&M	\$ 55,000.00	\$ -	\$ 55,000.00	\$ 1,228.42	\$ 162,900.00
62340 USSWS Manhole/Structure O&M					\$ 374,700.00
62350 USSWS Misc. O&M	\$ 500.00	\$ -	\$ 500.00		\$ 600.00
62360 USSWS Permit Compliance					\$ -
62370 USSWS Sampling & Testing					\$ -
62380 USSWS SCADA System					\$ 7,300.00
62390 USSWS Supply Power	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 114,600.00
62400 USSWS Wireless/Internet					\$ 3,400.00
62500 USSWS One-Call Locates	\$ 2,500.00	\$ -	\$ 2,500.00		\$ 2,600.00
62510 ISS One-Call Locates	\$ 1,500.00	\$ -	\$ 1,500.00		\$ 1,600.00
62540 Misc. Shipping	\$ 500.00	\$ -	\$ 500.00		\$ 600.00
62550 Contracted Services	\$ 13,600.00	\$ -	\$ 13,600.00		\$ 111,700.00
62660 Flow Metering Expense	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 6,755.00	\$ 10,400.00
62700 Omaha Capital Connection Fees	\$ 243,190.00	\$ -	\$ 243,190.00	\$ -	\$ 48,638.00
62950 O&M Contingency Funds	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 37,100.00
Property Insurance					\$ 311,159.00
Total USSWS Operations & Maintenance	\$ 740,790.00	\$ 3,500.00	\$ 744,290.00	\$ 18,190.87	\$ 1,236,597.00
63000 Vehicles & O&M Equipment					
63001 Vehicles	\$ 88,500.00	\$ -	\$ 88,500.00	\$ 67,412.41	\$ 18,500.00
63003 Large Equipment (+\$5,000)	\$ 42,100.00	\$ -	\$ 42,100.00	\$ 67,067.59	\$ 20,000.00
63006 Small Equipment (-\$5,000)	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 7,949.54	\$ 23,000.00
63008 Equipment / Tool Rental					\$ 10,000.00
63010 Vehicle Fuel	\$ 9,600.00	\$ -	\$ 9,600.00	\$ 4,638.44	\$ 10,000.00
63020 Equipment Fuel	\$ 7,400.00	\$ -	\$ 7,400.00	\$ 41.97	\$ 44,000.00
63030 (NOT USED)					
63040 Vehicle Repairs & Maintenance	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 2,150.47	\$ 5,000.00
63050 Equipment Repairs & Maintenance	\$ 16,200.00	\$ -	\$ 16,200.00	\$ 3,875.73	\$ 10,000.00
63060 (NOT USED 2)					
63070 Safety / PPE	\$ 2,000.00	\$ -	\$ 2,000.00		\$ 2,000.00
63080 (NOT USED 3)					
63090 Insurance - Commercial Automobile	\$ 3,850.00	\$ 650.00	\$ 4,500.00	\$ 6,001.00	\$ 7,000.00
63950 Equipment Contingency Funds	\$ 10,000.00	\$ -	\$ 10,000.00		\$ 10,000.00
Total Vehicles & O&M Equipment	\$ 198,650.00	\$ 650.00	\$ 199,300.00	\$ 159,137.15	\$ 159,500.00
64000 Office Equipment & Supplies					
64005 Office Supplies	\$ 500.00	\$ -	\$ 500.00	\$ 1,628.88	\$ 3,000.00
64010 Office Tools, Equipment & Maintenance	\$ 1,500.00	\$ -	\$ 1,500.00		\$ 1,500.00
64020 Computers, Printers & Furniture	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 7,126.85	\$ 3,000.00
64030 Software / SAS	\$ 16,400.00	\$ -	\$ 16,400.00	\$ 13,786.28	\$ 18,000.00
64035 SCIS IT Services	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 2,273.75	\$ 10,000.00
64040 Insurance - Electronic Data Processing	\$ 275.00	\$ -	\$ 275.00	\$ 100.00	\$ 300.00
64050 Office Rental	\$ 9,000.00	\$ -	\$ 9,000.00		\$ 9,000.00
64060 Postage & Shipping	\$ 200.00	\$ -	\$ 200.00	\$ 13.20	\$ 1,000.00
Total Office Equipment & Supplies	\$ 42,875.00	\$ -	\$ 42,875.00	\$ 24,928.96	\$ 45,800.00

65000 Personnel & Benefits					
65010 Salaries, Full Time	\$ 237,300.00	\$ 85,000.00	\$ 322,300.00	\$ 161,371.10	\$ 530,000.00
65012 Phone Allowance	\$ 2,400.00	\$ 600.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00
65020 Payroll Taxes	\$ 18,984.00	\$ 6,800.00	\$ 25,784.00	\$ 11,787.01	\$ 40,545.00
65030 Deferred Compensation	\$ 28,875.00	\$ 15,630.00	\$ 44,505.00	\$ 10,284.32	\$ 35,000.00
65040 Health Insurance	\$ 52,500.00	\$ 11,922.00	\$ 64,422.00	\$ 30,008.69	\$ 65,000.00
65045 Post-Employment Health Insurance Plan	\$ 2,987.00	\$ 1,814.00	\$ 4,801.00	\$ 1,648.00	\$ 3,200.00
65050 Dental Insurance	\$ 1,890.00	\$ 539.00	\$ 2,429.00	\$ 1,303.08	\$ 3,500.00
65060 Life Insurance	\$ 116.00	\$ -	\$ 116.00	\$ 68.76	\$ 500.00
65070 Disability Insurance	\$ 840.00	\$ 294.00	\$ 1,134.00	\$ 475.15	\$ 1,000.00
65080 Unemployment / Benefit Payout	\$ 1,050.00	\$ -	\$ 1,050.00	\$ 104.04	\$ 1,100.00
65090 Workers Compensation Insurance	\$ 13,750.00	\$ 4,925.00	\$ 18,675.00	\$ 9,143.00	\$ 22,000.00
65100 Uniform Allowance	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 305.74	\$ 1,500.00
65110 Licenses / Certifications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 669.58	\$ 2,000.00
65120 Books / Periodicals	\$ 500.00	\$ (500.00)	\$ -		\$ 500.00
65130 Organizational Dues	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,071.00	\$ 5,000.00
65140 Professional Dev. / Conferences	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 855.00	\$ 2,500.00
65150 Travel & Lodging	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 3,099.90	\$ 2,500.00
65160 Recruitment & Onboarding					\$ -
65170 Personnel Contingency Funds	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 3,606.63	\$ 10,000.00
65300 Reimb. to Agency Members for Secretary & Treasurer					\$ -
Additional Personnel 1					
Additional Personnel 2					
Total Personnel & Benefits	\$ 381,692.00	\$ 127,024.00	\$ 508,716.00	\$ 237,601.00	\$ 729,445.00
66000 Depreciation Expense					
70000 Ask My Accountant					
70002 Uncategorized Expense					
70005 Unapplied Cash Bill Payment Expense					
Omaha Costs					
Omaha wholesale flow charge					\$ 175,600.00
Bulk I monthly customer charge (annualized)					\$ 9,900.00
Total Expense	\$ 86,897,654.00	\$ (423,826.00)	\$ 86,473,828.00	\$ 18,532,173.50	\$ 24,592,242.00
Other Expense					
70003 Other Miscellaneous Expense					
70004 Reconciliation Discrepancies					
Total Other Expense					
Total Net Income	\$ 656,695.00	\$ 639,761.00	\$ 1,296,456.00	\$ 2,024,721.83	\$ 40,365,701.06

SCCWWA FY 2024/2025 Budget Adopted by Agency Board: [5/22], 2024
 SCCWWA FY 2024/2025 Budget Adopted by Sarpy County Governing Body: [____], 2024
 SCCWWA FY 2024/2025 Budget Adopted by Bellevue Governing Body: [____], 2024
 SCCWWA FY 2024/2025 Budget Adopted by Gretna Governing Body: [____], 2024
 SCCWWA FY 2024/2025 Budget Adopted by La Vista Governing Body: [____], 2024
 SCCWWA FY 2024/2025 Budget Adopted by Papillion Governing Body: [____], 2024
 SCCWWA FY 2024/2025 Budget Adopted by Springfield Governing Body: [____], 2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 6/18/24		SUBMITTED BY: Finance/CDBG	
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:

Amendment extending the 2022 CDBG Subrecipient Agreement with Bellevue Junior Sports Association (BJSA) for the Sports Participation Assistance program.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with BJSA for the Sports Participation Program on April 23, 2023, as outlined in the 2022 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$6,000.00, and has a balance of \$3,795.00 remaining. BJSA has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist BJSA to complete the project in accordance with HUD regulations.

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 the amendment extending the CDBG subrecipient agreement with Bellevue Junior Sports Association

ATTACHMENTS:

1. <input type="text" value="Extension Request - BJSA"/>	2. <input type="text" value="B-22 Subrecipient Agreement"/>	3. <input type="text" value="B-22 Agreement Amendment"/>
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: _____

Aimee Barkillon

[Signature]

[Signature]

BELLEVUE JUNIOR SPORTS ASSOCIATION

1001 HIGH SCHOOL DRIVE
BELLEVUE, NEBRASKA 68005-3200
(402) 292-BJSA

June 4, 2024

Abby Highland
CDBG Program Administrator
City of Bellevue
1500 Wall Street
Bellevue Nebraska 68005

Dear Abby,

Please consider this letter official notification that Bellevue Junior Sports (BJSA) is requesting an extension for the 2022 CDBG Grant Funding Cycle.

The reason for the request is that we simply didn't have as many scholarship requests for this grant cycle as we have in the past.

To date BJSA has awarded \$3,795.00 in scholarships. The balance of \$2,205.00 remains which should be used by September 1, 2024.

I would ask that you consider an extension to the BJSA Scholarship Program.

Regards,



Matt P Goetz
BJSA Program Director

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-22-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 5 day of June, 2024, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$6,000.00 for the Sports Participation Assistance program; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the Parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through April 22, 2025.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by April 22, 2025. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower

Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz

Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

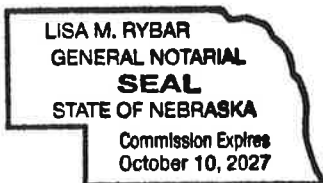
The above and foregoing instrument was acknowledged before me this 5 day of June, 2024 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

10/10/2027

Lisa M Rybar

NOTARY PUBLIC



**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 18th day of April, 2023 by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$6,000.00 for the Sports Participation Assistance program; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$6,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- _____
- a. Program Delivery. To provide a participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

 - b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$6,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation.

The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation

which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in

employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
 10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4) A-102, Grants and Cooperative Agreements with State and Local Governments, (5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the

SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

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

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

- a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Board of Directors
Bellevue Junior Sports Association
1001 High School Drive
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower
Phyllis Thrower, President
Bellevue Junior Sports Association

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

Matt Goetz
Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Shirley R. Harbin

(Affix Notarial Seal)

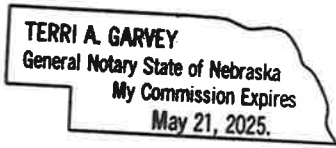


My Commission Expires: August 23, 2023

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

The above and foregoing instrument was acknowledged before me this 28 day of February 2023 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:
May 21, 2025



Terri A. Garvey
NOTARY PUBLIC

1931
MAY 25 1931
TERRY A. DARVEY
MAY 25 1931

MAY 25 1931
TERRY A. DARVEY
MAY 25 1931

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
6/18/2024

COUNCIL MEETING DATE: June 18, 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:

Amendment No. Two to Engineering Services Agreement. Sarpy County Wastewater Connection Evaluation

SYNOPSIS/BACKGROUND:

The City of Bellevue and HDR Engineering, Inc. entered into an Engineering Services Agreement on February 12, 2021 for evaluation of wastewater infrastructure to support future development areas. Amendment No. One was approved on August 3rd, 2021. Amendment No. Two provides for the final design of the Sanitary Sewer Wastewater system to serve the Prairie Hills Development and the Bellevue Bay, Aquatics Site.

FISCAL IMPACT: 305,000.00 BUDGETED FUNDS: No GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR Engineering, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Amendment No. Two, for Engineering Services for Sarpy County Wastewater Connection Evaluation

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Sarpy County Wastewater Connection Evaluation

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 20-00-7000-8000-802407-861-00000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Amendment No. Two for Engineering Services Agreement for Sarpy County Wastewater Connection Evaluation at - Highway 34 and Highway 75 not to exceed \$305,000.00.

ATTACHMENTS:

1. 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimna Pappalardo
[Signature]
[Signature]

EXHIBIT A
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue plans to proceed with the final design of the sanitary sewer collection system to serve the proposed Prairie Hills Development located on the northeast corner of US Highways 34 and 75. The improvements consist of a gravity sewer collection system, pump station, and force main. The force main will connect to the force main collection system adjacent to La Platte Road being constructed by the Sarpy County and City Wastewater Agency (SCCWWA).

The scope of work is for the final design and bidding services for the Sanitary Sewer Collection System.

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 or on site.
3. The design flows will be based on the Feasibility Analysis Technical Memorandum dated April 15, 2021, the projected land use information for the Prairie Hills Development, and the projected demands for the Entertainment District. The pump station design will take into consideration future expansion of the collection system.
4. The Project includes one standard pump station, force mains, and a gravity sewer as detailed on the attached exhibit.
5. The scope of work addresses the design of the gravity sewer system outside of the developments. The design of the gravity sewer within the developments is not included in the scope of work. The point of connection within the Entertainment District will be provided by the City.
6. The design for the development will provide the points of connection including locations, sizes, and elevations.
7. The scope of work includes the installation of encasements under US Highways 34 and 75; county roads; and BNSF and UPRR railroads.
8. The City will execute the associated permits and pay all permit fees.
9. The creek will be crossed by open cut construction methods.
10. The sewer will be located within permanent easements where it crosses private property. The scope of work includes identification of the permanent and temporary easements; preparation of the easement documents; and negotiation with the property owners on behalf of the City. The scope of work is based on four impacted properties.
11. Eminent domain support is not included in the scope of work.
12. The topographic survey of the proposed alignment will be completed by RW Engineering and Surveying Inc. as a subconsultant.

13. 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.
14. The scope of work includes easement acquisition services.
15. The geotechnical investigation will be completed by Terracon as a subconsultant.
16. The pump station design will be similar to previously completed City of Bellevue lift station designs.
17. The City will arrange and pay for electrical service to the pump station.
18. The plans, specifications, and design report will be submitted to the Nebraska Department of Environment and Energy for review.
19. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
20. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
21. Construction phase services are not included in this scope of work.

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.

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, address the routing of the sanitary sewer, and pump station connection.
- Summarize and distribute meeting notes.

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of geotechnical investigation and topographic survey.

HDR Activities

210 – Geotechnical Investigation

- Complete the geotechnical investigation for the lift station, gravity sewer, and bored crossings.
- Complete the geotechnical report.

220 – Topographic Survey

- Complete topographic survey.

TASK 300 - DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective:

Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

HDR Activities

310 – Development of 60 Percent Plans and Specifications

- Complete draft basis of design report that addresses sewer flows and anticipated future flows.
- Develop plans and specifications to 60 percent level of completion. Plans will include:
 - Cover sheet.
 - Quantities and notes sheet.
 - Horizontal and vertical control sheet.
 - Staging area and construction access sheet.
 - Plan/profile sheets.
 - Pump station site plan, wet well design, pump selection, electrical design, and structural design.
 - Detail sheets including connections.
 - Permanent and temporary easement limits.
 - SWPPP sheets.
- Develop recommendations for controls and SCADA.
- Coordination with SCWWA for the connection.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

320 – Utility Coordination

- Provide plans to the utility companies and request information on existing infrastructure.
- Follow up on existing infrastructure.
- Incorporate information into the plans.

330 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting at City offices or on site.
- Summarize and distribute the 60% review meeting minutes.

340 – Develop Plans and Specifications to 95%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

350 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting at City offices.
- Summarize and distribute meeting notes.

360 – Permit Submittals

- Incorporate City review comments.
- Complete electronic submittal of plans and specifications to Nebraska Department of Environment and Energy for review and approval.
- 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
- Complete the crossing permit applications for NDOT, UPRR, BNSF, and Sarpy County for City execution.
- Perform wetland and stream channel delineations in accordance with applicable USACE guidance. Document findings in a Wetland Delineation Report.
- Complete a Clean Water Act Section 404 Pre-construction Notification (PCN) and submit it to the USACE Nebraska Regulatory Office. Receive project authorization via Nationwide Permit No. 58.
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

370 – Bid Phase Services

- Provide the notice to bidders to City for publication.
- Provide plans and specifications in electronic format to the City.
- Respond to 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.
NDEE submittal.
NDEE NPDES permit application.
City of Bellevue grading permit application.
BNSF, NDOT, UPRR, and Sarpy County permit applications.
Wetland Delineation Report.
Preconstruction Notification.
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 permanent and temporary easements for the proposed collection system. Assume four properties for permanent 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 temporary and permanent 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.

- Conduct a total of two in-person informational and negotiation meetings with property owner.
- Provide accepted, signed, and notarized temporary and permanent easement documents to City for approval.
- Record executed permanent easements at Sarpy County Register of Deeds.

PART 3.0 AUTHORIZATION

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

PART 4.0 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.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	June 19, 2024
60 Percent submittal	August 9, 2024
95 Percent submittal	September 27, 2024
NDEE submittal	October 11, 2024
Notice to Bidders	January 8, 2025
Construction	March - September 2025



DATE FEB 2024
FIGURE 1

PRAIRIE HILLS SEWER EXHIBIT



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 6/18/2024		SUBMITTED BY: Human Service Manager	
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 and Authorization for the Mayor to sign one Agreement with NDOT

SYNOPSIS/BACKGROUND:

The City has a regular schedule for vehicle replacement of minibuses used for the transportation of senior citizens and disabled residents of Bellevue. Because procurement of vehicles has been so difficult on the manufacture side, we have not purchased a new bus in roughly 5 years. The City has been approved for Federal funding (passed through the State) that pays for 80% of the purchase price. The City then pays 20% share of the price - \$25,008.00.

FISCAL IMPACT:: \$25,008.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: State of NE 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:

To approve the agreement with NDOT to receive an 80% price reduction on one vehicle that has been previously budgeted for.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Wagner
[Signature]
[Signature]

**SECTION 5310 MAPA AGREEMENT
BETWEEN
CITY OF BELLEVUE
AND
NEBRASKA DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and City of Bellevue, hereinafter referred to as "Contractor", is for the purpose of providing funding of Contractor's project.

WHEREAS, the Federal Transit Act, permits the Federal Transit Administration, hereinafter FTA, to carry out public transportation projects for public transportation in areas other than urbanized areas, and

WHEREAS, Contractor wishes to provide transportation services in areas other than urbanized areas, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Department wishes to assist the Contractor by providing federal funds available under 49 U.S.C. Section 5310 for the purchase of one (1) Small Buse. Federal funding for the project under this agreement includes pass-through monies from the Federal Transit Administration and are subject to the U.S. Office of Management and Budget, Code of Federal Regulations, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Department and Contractor agree as follows:

1. SCOPE OF PROJECT. As hereinafter referred to, "Project" shall mean the undertaking, continuation or expansion of transportation services for the benefit of the general public by assisting in the purchase of a transit vehicle. The Contractor shall undertake and complete the Project according to project documents, filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

2. FEDERAL AWARD IDENTIFICATION. The Department hereby identifies to the Contractor the following provisions of the Federal Funds, as authorized in Section 3:

- (i) Sub-recipient name (as registered in SAM.gov) **City of Bellevue**
- (ii) Sub-recipient's Unique Entity ID (UEI) number **MGFGXEFM3353**
- (iii) Federal Award Identification Number (FAIN) **NE-2023-015-00**
- (iv) Federal Award Date: **July 3, 2023**
- (v) Subaward Period of Performance is **7/3/2023-11/01/2026**

The Agreement's start date is the execution of signatures of both parties and the end date is **June 30, 2025**.

- (vi) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient: **\$100,030**
- (vii) Total amount of the Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation. **\$100,030**
- (viii) Total amount of the Federal Award committed to the subrecipient by the pass-through entity - **\$100,030**
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT – Section 5310 -FY2021-Rolling Stock for Omaha MAPA**
- (x) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Mark Bechtel, Supervisor, mark.bechtel@dot.gov**
- (xi) Catalog of Federal Domestic Assistance (CFDA) number and Name: **20513, 5310-Mobility of Sr. & Indv. w/Disabilities Formula** and dollar amount **\$391,890**
- (xii) Identification of whether the award is research and development **No**
- (xiii) Indirect cost rate for the Federal award **N/A**

3. FUNDING AND PAYMENT. The Federal funding share of the costs of this Project shall not exceed **\$100,030** or 80% of the eligible capital costs whichever is smaller. The local contribution of the cost of this Project shall not exceed **\$25,008** or 20% of the eligible capital costs whichever is smaller. The Department shall invoice Contractor for any local share due prior to the delivery of the vehicle(s) described in Exhibit A, and the Contractor agrees to pay the Department within 30 days of receipt of invoice. The Contractor agrees that it will provide funds from sources other than Federal Department of Transportation funds, an amount sufficient, together with the Federal Grant to assure full payment of actual project cost.

The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of the project costs at or prior to the time that such funds are needed, or at such time deemed necessary by the Department.

The Contractor further agrees that no refund or reduction of the amount so provided will be made unless there is, at the same time, a refund to the Department of a proportionate amount.

4. ADMINISTRATION OF PROJECT. The Department shall be the State agency responsible for administering the Project.

5. FINANCIAL MANAGEMENT. The Project funds referred to in this Agreement are subject to the grants management requirements of the Federal Transit Administration Circular FTA C 5010.1E, Rev.2, July 16, 2018, and specifically, the Financial Management provisions contained in Chapter VI.

6. PURCHASE OF PROJECT EQUIPMENT. The Contractor acknowledges that the Department shall conduct all procurements on behalf of the Contractor pursuant to state law and the applicable requirements of 49 CFR 18. The Contractor acknowledges that the Department shall certify to the FTA as to the Buy America, Bus Testing, Cargo Preference, Pre-award & Post Delivery Audits, Clean Water, Energy Conservation and Clean Air Clauses.

7. TITLE TO PROJECT EQUIPMENT. Title to project equipment shall be in the name of the Contractor.

8. ENCUMBRANCE OF PROJECT EQUIPMENT. The Contractor may not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the Federal interest in any Project equipment, nor may the Contractor obligate itself, in any other manner, to any third party with respect to Project equipment or property, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department.

9. USE OF PROJECT EQUIPMENT. The project equipment shall not be altered without prior written approval by the Department. The Contractor agrees that the project equipment shall be used for the purpose of providing transportation service to persons within the geographical area as described in the project documents for the duration of its useful life. "Useful Life" shall be considered to be four (4) years or 100,000 miles and the concurrence of the Department. If the project equipment is not used in this manner or is withdrawn from transportation service at any time, the Contractor shall immediately notify the Department. Such project equipment will then be disposed of in a manner determined by the Department.

The Contractor will be directed to turn over title of such equipment to the Department so that it may either reassign the equipment to another eligible transportation provider or dispose of it as surplus property. The Department shall reimburse the Contractor from the amount recovered by the Department, on the proportional basis of the ratio of financial assistance provided under this agreement.

If, at any time, the project equipment is withdrawn from transportation service because of casualty loss, the Contractor shall immediately notify the Department. In the event of a total loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value and shall be remitted to the Department on a proportional basis of the ratio of financial assistance provided under this agreement. The fair market value shall be determined by competent appraisal consistent with the standards of 49 CFR Part 25.103.

The Contractor shall keep satisfactory records with regard to the use of the property and submit to the Department upon request, such information as is required in order to assure compliance with this Section. The Contractor shall notify the Department and receive its prior approval before using project equipment in a manner different from that described in the project application.

The Contractor shall have and maintain a scheduled vehicle maintenance program (in a format approved by the Department) for each vehicle acquired with FTA funds. The project equipment shall be maintained with cleanliness, a high level of repair, be mechanically sound and operate safely.

The Department and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

10. MISUSED OR DAMAGED PROPERTY. If any damage to project equipment results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees

to restore that equipment to its original condition or refund the value of the Federal interest in the damaged equipment, as the Federal Government may require.

11. INSURANCE. The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect the equipment throughout the period of contract performance. The insurance shall consist of collision, comprehensive and liability coverage of not less than the following amounts:

1. Workmen's Compensation - Statutory
2. Bodily Injury and Property Damage
with a combined single limit of
liability of \$500,000 each occurrence
or Bodily Injury
General and Automobile \$250,000 each person
General and Automobile \$500,000 each occurrence
Property Damage
General and Automobile \$250,000 each occurrence
General \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at its option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies.

Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

12. CONTRACTS UNDER THIS AGREEMENT. The Contractor shall not assign any portion of the work performed under this Agreement, or execute any contract, amendment or change under thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

13. SUCCESSORS AND ASSIGNS. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement, shall be binding upon the Department and the Contractor and their successors and assigns.

14. RECORDS AND REPORTS. The Contractor shall undertake to have an audit performed in accordance with 2 CFR 200 if the Contractor receives more than \$750,000 in Federal Assistance in a fiscal year. A copy of this audit will be provided to the Department. The Contractor shall advise the Department regarding the progress of the project at such times and in such a manner as the Department and FTA may require, including, but not limited to meetings and interim reports.

The Contractor shall collect and submit to the Department, at such time as it may require, such financial statements, data, records, contracts, and other documents related to the project as may be deemed necessary by the Department and FTA.

15. AUDIT AND INSPECTION. The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicle(s) and equipment, all transportation services rendered by the Contractor by the use of such vehicle(s) and equipment, and all relevant project data and records. The Contractor shall also permit the above named persons to audit the books, records and accounts of the Contractor pertaining to the project. The Contractor shall retain intact, for three years following project close-out, all project documents, financial records, and supporting documents.

16. TERMINATION.

(a) Without Convenience. The Department may, with the concurrence of FTA, terminate the project and cancel this Agreement if both FTA and the Department agree that the continuation of the project would not produce beneficial results commensurate with further expenditure of funds. The Contractor may, with the concurrence of the Department, terminate the project and cancel this Agreement.

(b) For Cause. The Department may, without liability, by written notice to the Contractor, terminate the project and cancel this Agreement for any of the following reasons:

- (1) The Contractor discontinues or reduces the use of such vehicle(s) or equipment for the purpose of providing transportation services;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;

(c) Action Upon Termination. Upon termination of the project and cancellation of this Agreement under the provisions of Subsection (a) of this Section, the Contractor agrees to dispose of the project equipment in accordance with the procedures established by the Department in Section 8 of this agreement.

Upon termination of the project and cancellation of this Agreement under the provisions of Subsection (b) of this Section, the Contractor shall immediately give possession of all project property and equipment to the Department, which will dispose thereof and reimburse the Contractor in accord with the procedures established in Section 8 of this Agreement.

17. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

18. PROHIBITED INTEREST. No member, officer, or employees of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

19. NO OBLIGATION BY THE FEDERAL GOVERNMENT. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

20. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (MA) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Said current Master Agreement is therefore included in this Agreement by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

A copy of the Master Agreement will be provided by the Department upon written request. The link to the Master Agreement is <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-29-february-7-2022>

21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, current MA, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

22. ENERGY CONSERVATION REQUIREMENTS.

By signing and submitting this agreement, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. PUBLICATION PROVISIONS. Papers, interim reports, forms or other material which are a part of the work to be performed under this Agreement will not be copyrighted without written approval of the Department and FTA. The Department and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Governmental purposes.

Either party to the Agreement or the FTA may initiate a request for publication of final or interim reports or other portions thereof.

The parties of this Agreement reserve the right to review and approve prior to publication, any papers, reports, forms or other material which are a part of the work to be performed under this Agreement.

Publication by either party shall give credit to the other party and to FTA unless upon failure of agreement on any report of the study, FTA or either of the contracting parties requests that its credit acknowledgement be omitted and then the following statement shall be added:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Department, Contractor, or the FTA. This report does not constitute a standard, specification or regulation."

Either party which in response to a specific request makes known results of the work under contract herein contemplated shall notify the other party at the time of release.

After publication of reports, the Contractor, Department and FTA are free to use the data and results without restriction.

24. The Contractor shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement.

25. FEDERAL CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE. The Contractor will comply with all the requirements as identified in the current Federal Certifications and Assurances for FTA Assistance.

Statement of Financial Assistance

This contract is subject to a financial assistance contract between the State of Nebraska and the U.S. Department of Transportation.

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

EXECUTED by Contractor on: _____

BY: _____ TITLE: _____

.....
EXECUTED by State of Nebraska, Department of Transportation on: _____

BY: _____

Jodi Gibson, Local Assistance Division Manager

EXHIBIT A

CAPITAL PROJECT DESCRIPTION AND BUDGET
Project No. RPT-P810(024)

APPLICANT NAME:

City of Bellevue

	Price	Ordered	
2024 small bus 42" entry door Ford chassis	\$ 124,960.00	1	\$ 124,960.00
24" black adjustable passenger seat belt for ambulatory passengers	39.00	2	\$ 78.00
		Total	\$ 125,038.00

Number of Vehicles	Type of Vehicle and Equipment	Unit Cost	Total Cost
1	small bus	125,038.00	125,038.00
		Total Equipment Cost	\$ 125,038.00
Federal Grant Requested (80% of total cost)			100,030.00
Local contribution(20% of total cost)			25,008.00
		Total Local Share	\$ 25,008.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
6/18/2024

COUNCIL MEETING DATE: 06/18/2024		SUBMITTED BY: Harrison Johnson	
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:

Consideration and Approval of Contract for Professional Services from Whitewater West Industries LTD.

SYNOPSIS/BACKGROUND:

In order to accommodate a 2026 opening date for the Bellevue City Water Park, the city will need to procure fiberglass for the slide manufacturing in order to stay ahead of potential supply chain delays. To that effect, the engineering services needed in order to determine the amount of fiberglass needed. This contract will provide the engineering work that needs to be completed in order to determine the correct amount of manufactured materials.

FISCAL IMPACT: \$150,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Bellevue City Water Park Fiberglass Slide Engineering Contract

CONTRACT EFFECTIVE DATE: June 5, 2024 CONTRACT TERM: Until completed CONTRACT END DATE: N/A

PROJECT NAME: Bellevue City Water Park

START DATE: 06/05/2024 END DATE: PAYMENT DATE: 06/15/2024 INSURANCE REQUIRED: No

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

- Whitewater Contract for Engineering Services
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Shirley Bonville

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

This agreement is made as of the date of execution by both Parties between:

the "Client"
Name: City of Bellevue
Address: 1500 Wall Street
Bellevue, NE 68005
Country: United States of America

And
the "Consultant"
Whitewater West Industries Ltd.
180-6651 Fraserwood Pl
Richmond BC V6W 1J3 Canada

to supply Engineering design services, referred to as the "Work", for:

Project Name: Bellevue Indoor Waterpark
Project Location: Bellevue, NE, USA
Project Number: 48542-4

1) Initial Information

This Agreement is based on the Initial Information including the Project location to develop Engineering drawings up to Issue for Construction package based solely on Whitewater's equipment including the below and shown in Schedule A:

PRODUCTS	As per drawing
Slide A: Rattler	
Slide B: Topspin	
Slide C: Open & Enclosed	
Slide D: AquaTube	48542 SK-18A
Slide E: AquaTube	
Slide F: Parallel Pursuit - Mat	
Slide G: Parallel Pursuit - Mat	
AquaPlay Custom RF5C	
Spray Toys (Final toy selection to be confirmed)	48542 SK-3
LifeFloor Under Unit (4690 ft 2)	
Flow Rider Double	FRDC-1

2) Instruments of Service

Instruments of Service means the design, documents, specifications and reports prepared by Consultant, including but not limited to plans, sketches, drawings, graphic representations and computer-generated designs and materials.

3) Scope of Consultant's Services

- a) Consultant shall provide the 'Basic Services 'as fully described in Schedule C attached. In addition to the Consultant team, Consultant may retain subconsultants to perform parts of the Basic or Additional Services. Consultant shall remain responsible for all of the Basic or Additional Services.
- b) The Client and Consultant may reasonably rely on the Initial Information. Both parties, however, recognize that should Initial Information materially change, the Client and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.
- c) All services provided herein are directed toward the use and supply of Whitewater's equipment and should not be constructed as applicable to any other type, make or model than such.
- d) All services are rendered in Canada and delivered to the Client electronically. Ownership of the design and drawings is transferred to the client at the point of said electronic delivery.

4) Standard of Care

- a) The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Engineers with experience practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work.
- b) The Consultant shall maintain for its own benefit, Professional Liability insurance with an aggregate limit of USD 2,000,000 and shall maintain Worker's Compensation insurance consistent to the place of work or travel of its employees.

5) Client's Responsibilities

- a) The Client shall provide full information regarding requirements for the Project, including a program which shall set forth the project objectives, schedule, constraints and criteria including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- b) The Client when applicable shall coordinate the services of its own consultants with those services provided by Consultant.
- c) The Client shall designate a representative authorized to act on the Client's behalf with respect to the project. The Client or such authorized representative shall render decision in the timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- d) All communications, contractual documents, project documentation and Instrument of Service will be issued in English which will be considered the language of the agreement. Any

translation/interpretation of project documentation will be the sole responsibility of the Client, unless otherwise stated in this Contract.

6) Basis of Compensation

Consultant's fees for the Scope of Consultant's Services in Schedule C are as outlined in Schedule B. All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Client is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

7) Copyrights and Licenses

- a) Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service and the Consultant shall be deemed the author and shall retain ownership of all common law, statutory and other reserved rights, including copyrights.
- b) The Client shall jointly own all rights, title and interest in all the Instruments of Service. The foregoing shall not be construed to mean that the Client shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Instruments of Service (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The Consultant shall not substantially replicate the design of the Project on any other project without the written consent of the Client.
- c) The Client waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the Client or others to the Instrument of Services after the completion or termination of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Instruments of Service unrelated to any such changes by the Client or others.
- d) The Consultant represents and believes that Instrument of Services produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend the Client at the Consultant's expense from any action or claim brought against the Client to the extent that it is based on a claim that all or parts of the Instrument of Services infringe upon the intellectual property rights of another. This paragraph shall not apply to claims that arise from elements of the Instrument of Services specifically required by the Client, or to portions of the Instrument of Services which the Client directed the Consultant to include within said Instrument of Services.

8) Claims and Disputes

- a) The Client or the Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case no more than ten years after the date of delivery of the Work.
- b) Neither the Consultant's nor the Client's liabilities shall exceed the cost of the Consultant's service.
- c) The Client and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement.

9) Arbitration

Any dispute between the parties that is not resolved amicably by agreement between the parties within 30 days of a notice of dispute being given by either of the parties shall be resolved by arbitration administered by the New York International Arbitration Center (NYIAC) in accordance with the Federal Arbitration Act under the New York Convention ("Rules") current as at date of the dispute. The place and seat of arbitration shall be in New York, United States of America. The courts of New York will apply a conflict of laws analysis to determine the relevant substantive law best applicable to the arbitration. The dispute shall be settled by one arbitrator appointed in accordance with the Rules. The parties agree that this is the most appropriate and convenient forum to settle any dispute that is not resolved amicably and, accordingly, that neither party will argue to the contrary

10) Termination, Suspension or Abandonment

- a) This Agreement may be terminated by either party upon not less than fifteen days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- b) If the Project is suspended by the Client for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultants' compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.
This Agreement may be terminated by the Client upon not less than seven days written notice to the Consultant in the event that the Project is permanently abandoned. Under this circumstance, the Agreement is terminated once the Consultant receives the written notice.
- c) In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination based the actual work finished to date.

11) Jurisdiction

This Agreement shall be construed in accordance with and will be subject to the laws of New York, USA.

12) Independent Contractor

Consultant shall at all times be an independent contractor in performing its obligations pursuant to this Agreement. Nothing contained in this Agreement shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

13) Confidentiality

Unless prohibited by the Nebraska Revised Statutes, both parties will keep all instruments of service confidential and will limit their disclosure to the persons involved in the performance of the project.

14) Notice

Notice provided for under this contract shall be made in writing by registered mail to the address and party noted below:

For the Client:

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

Copy to Client attorney:

City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
USA

For the Consultant:

Jordanna Bower
jordanna.bower@whitewaterwest.com
180-6651 Fraserwood Pl
Richmond, BC, V6W 1J3
Canada
t: +1.604.273.1068

This Agreement has been executed in two counterparts, and the Consultant is to hold one counterpart and the Client is to hold one counterpart. In witness whereof the parties hereto have caused this instrument to be executed by their duly authorized officers.

CONSULTANT: Whitewater West Industries Ltd.

CLIENT: City of Bellevue



Signature

Luc Benac
Director Legal & Risk management

Name & Title

Signed this 3rd day of June, 2024

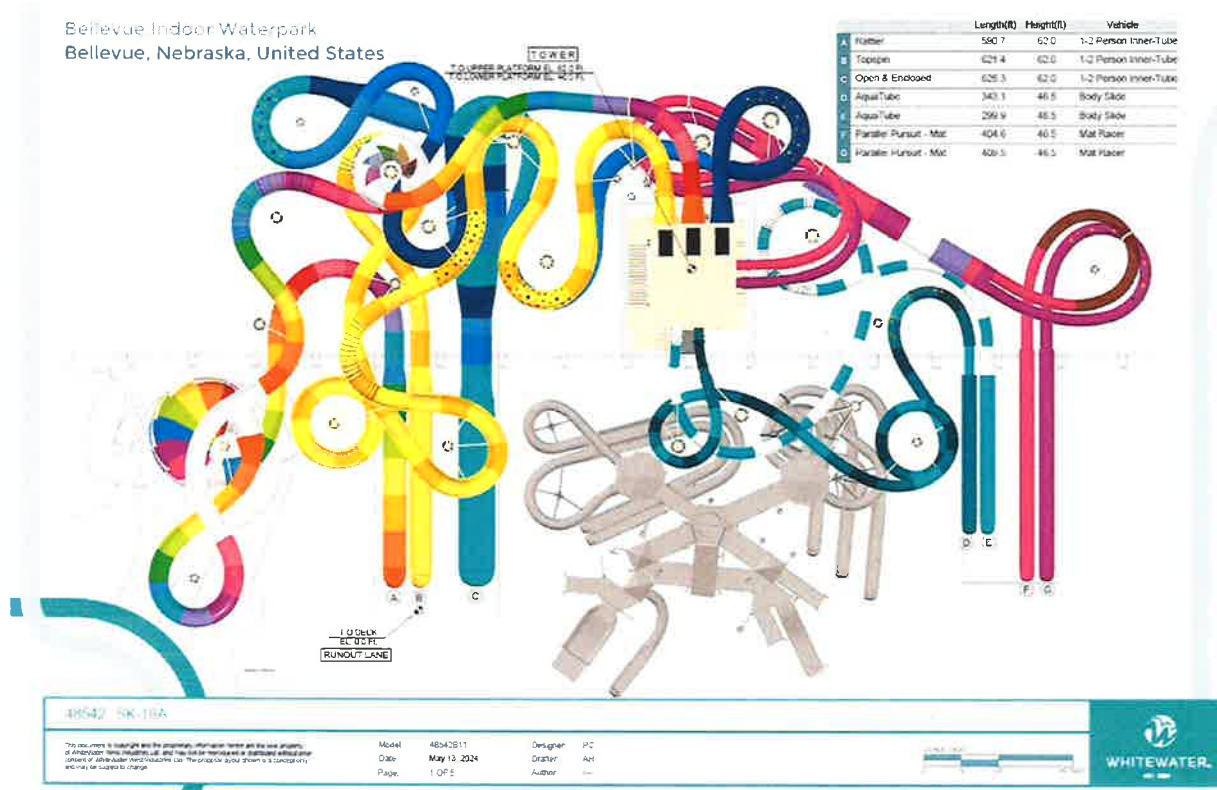
Signature

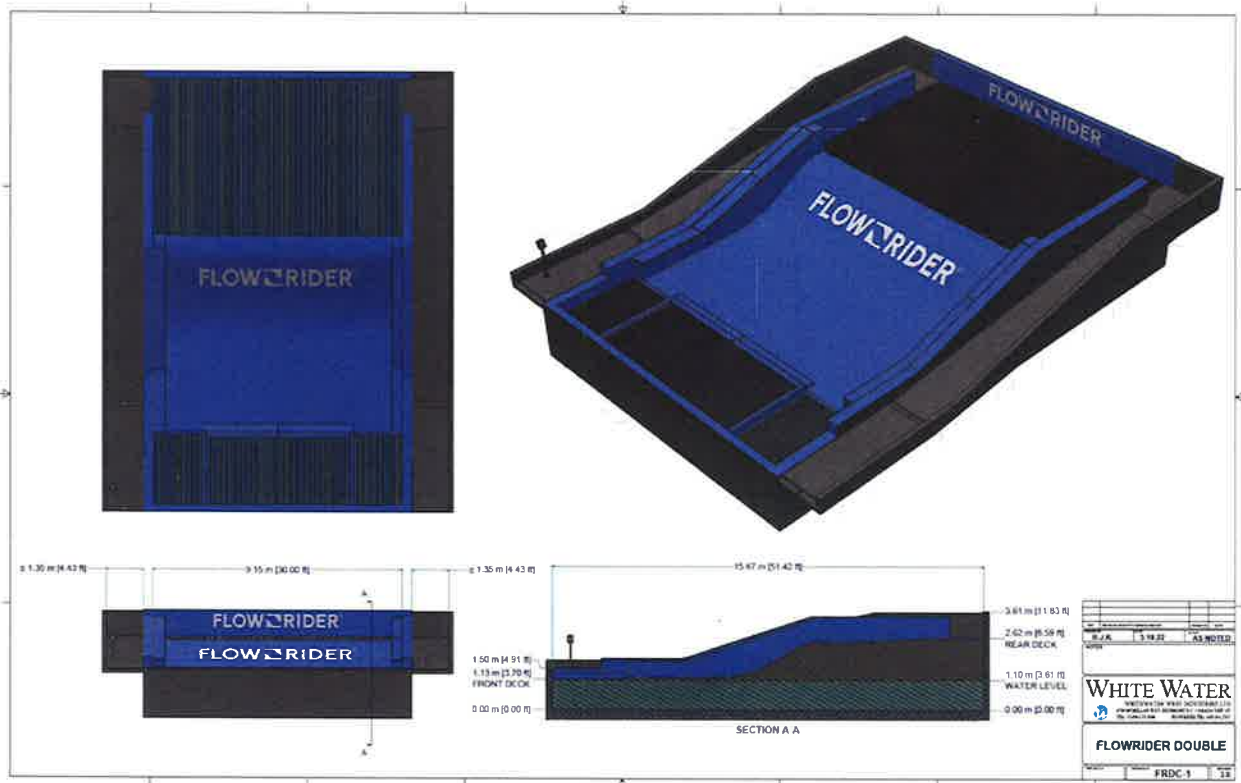
Name & Title

Signed this ____ day of _____, 2024

SCHEDULE A

The work will be developed based on the Indicative Preliminary Design which is a compilation of drawings intended to provide the Client with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.





SCHEDULE B

1) Basis of Compensation

The Consultant will provide the necessary services that are the Consultant's responsibility as described in Schedule C for the sum of **\$150,000 USD** and payable as follows:

DEPOSIT PAYMENT At notice to proceed (invoice to be paid within 30 days)	20% =	\$ 30,000
PAYMENT 2 Invoice to be paid within 30 days of signed contract	30% =	\$45,000
FINAL PAYMENT Invoice to be paid within 30 days of engineering completion	50% =	\$ 75,000
	TOTAL	\$ 150,000

Note:

2) Payment Method

WHITEWATER WEST INDUSTRIES LTD. - Wire transfer instructions to be provided under separate cover.

SCHEDULE C

Scope and deliverable BETWEEN Consultant and Client:

PRELIMINARY DESIGN				
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	CONSULTANT	CLIENT
All	1.1	Preliminary Slide Layout (shown on SK)	■	
	1.2	Provide Project Manager who shall act as the primary point of contact for communication	■	
	1.3	Facilitate communication between the Seller and the Client's sub-contractors		■
	*1.4	Local code requirements with which the ride and installation must adhere		■
	*1.5	<p>The Client agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Client warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format (.dwg). 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure.</p> <p>The following details are required:</p> <ul style="list-style-type: none"> - Defined elevations - Site coordinate system, including global origin point - Site boundaries and limiting envelopes - Existing or planned utilities and easements that need to be considered during the design phase - Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment. <p>The client's certified surveyor will undertake the liability of correctness and accuracy of information provided to WWI engineers for design reference. Any delays to the project as a result of inaccurate or incomplete surveying results will be the client's responsibility.</p> <p>For all indoor projects, the following additional information is required:</p> <ul style="list-style-type: none"> - Building plans with elevations and cross sections in 3D CAD and PDF - Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces - Foundation and roof design in area(s) where WhiteWater attractions are located <p>For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:</p> <ul style="list-style-type: none"> - Final pool plan (where applicable) with deck plan, elevations, water levels, pool wall cross sections at WhiteWater product interfaces - Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment. - When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed. 		■

For all projects that include AquaPlay products in WhiteWater's scope of supply, the following additional information is required:

- Pool layout including contours, cross section and flat area under the WhiteWater supplied equipment

***1.7** Soils testing and geotechnical report for the purpose of foundation design

***1.8** All climatic information (seismic, wind, snow) necessary to perform detailed design

*** Critical startup information, delays may result in project schedule if not received in time (see schedule for more information)**

DESIGN				
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	CONSULTANT	CLIENT
	2.1	Fiberglass Waterslides		
SK-18A & SK-3	2.1.1	Slide path design showing waterslide parts with coordinates and grades. Note that Final AquaLucent count is TBD.	■	
	2.2	Steel Slide Support System		
SK-18 & SK-3	2.2.1	Steel Columns including baseplates and anchors	■	
	2.2.2	Steel Arms	■	
	2.2.3	Steel Yokes	■	
	2.3	Start Towers		
SK-18	2.3.1	Detailed framing and connections including Base plates and anchors	■	
	2.3.2	Guardrails and handrails	■	
	2.3.3	Stair treads	■	
	2.3.4	Decking	■	
	2.3.5	Fabric Canopy		■
	2.3.6	Operational Lighting		■
	2.4	Concrete Works and Foundations		
SK-18 & SK-3	2.4.1	Detailed Pedestal and Foundation Design*	■	
SK-18	2.4.2	High level design of shutdown lane slabs and sumps, inclusive of minimum required shape and depths	■	
	2.4.3	Detailed design of sumps		■
SK-18 & SK-3	2.4.4	Detailed design of runout lane slabs		■
	2.4.5	Detailed design of pool and slabs		■
		* WWI engineering scope for foundation design is limited to subsurface soil conditions that can satisfactorily allow the use of conventional concrete footings. Supporting grades and site preparation shall be capable of providing an allowable bearing pressure of at least 2,000 psf (100 kPa). Should local subsurface condition require deep foundations (e.g. piling, caissons), the foundations shall be designed by an engineer engaged by the Client to the forces provided by WWI Engineering and the parameters presented in the geotechnical report.		

	2.5 Mechanical		
SK-18 & SK-3	2.5.1 High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.	■	
	2.5.2 Detailed design of complete mechanical system and plant room		■
SK-3	2.5.3 High level design of pool geometry inclusive of minimum required width, length and depths and static water level	■	
	2.5.4 Detailed design of pool including pumps, valves, piping, filters, fittings, etc.		■
	2.6 Electrical		
SK-18	2.6.1 High level electrical schematics for all WhiteWater supplied in-ride electrical power and control systems	■	
	2.6.2 Detailed design of overall electrical system including grounding detail		■
	2.6.3 All PLC programming for the ride safety systems	■	
	2.7 Launch Conveyors		
SK-18	2.7.1 Design of Launch Conveyors		OPTIONAL
	2.7.2 Design of Control System		OPTIONAL
	2.7.3 Design of Conveyor supports		OPTIONAL
	2.8 AquaPlay		
SK-3	2.8.1 Design of AquaPlay Structure and interactive features (including Lexan guardrails).	■	
	2.8.2 Theme Level: Un-themed	■	
SK-3	2.9 Spray Toys Note that Final Spray Toy count is TBD.	■	
FlowRider Double	2.10 FlowRider Double		
All	2.11 Assembly drawings and Layout plans showing all critical dimensional requirements	■	
	2.12 Permits		■
	2.13 Local Engineering Overseal	■	
	2.14 Third Party Review (WWI will support)		■

MEETINGS AND TIMETABLE

The following is conditional on a contract have been entered by the parties no later than June 17, 2024.

Engineering	32.1 wks	Wed 17 Jul '24	Mon 24 Mar '25
Slidepath Design	2 wks	Wed 17 Jul '24	Wed 31 Jul '24
New Product Development	21 wks	Thu 01 Aug '24	Tue 14 Jan '25
Slide Complex Detailed Engineering	8 wks	Wed 22 Jan '25	Mon 24 Mar '25
Confirm & Finalize AP Scope	2 wks	Thu 01 Aug '24	Fri 16 Aug '24
AquaPlay Detailed Engineering	14 wks	Fri 16 Aug '24	Thu 05 Dec '24
AquaPlay Theming Design	14 wks	Fri 16 Aug '24	Thu 05 Dec '24
FlowRider	4 wks	Thu 01 Aug '24	Tue 03 Sep '24

We would expect to firm up the schedule and establish specific milestone dates with you in conjunction with signing of this project.

Critical Start Up Information

PROJECT NUMBER: 48542-4	PROJECT NAME: Bellevue Indoor Waterpark	PROJECT LOCATION: Bellevue, NE, USA	BELOW INFO REQUIRED BY: July 2, 2024
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The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Client's initial _____

1. GENERAL REQUIREMENTS (all projects)	
Item	Requirement
a.	Clearly Defined Scope (some examples of information needed are in bullet point below) <ul style="list-style-type: none"> ▪ Client-approved Statement of Work (what we are contractually obligated to provide/supply) ▪ Final client approved SK drawings ▪ Defined project design code(s) ▪ Defined 3rd party review (if a review is required, who will conduct it & to what standard) ▪ Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) ▪ Client specific design requirements ▪ Customization requested by client
b.	CAD site layout with the following: <ul style="list-style-type: none"> ▪ Defined elevations ▪ Site coordinate system ▪ Site Boundaries and limiting envelopes ▪ Utilities and easements needing to be taken into account
c.	Geotechnical Report (soils report)
d.	Climatic report (seismic/wind/climate)
e.	Approved theming design
NOTES	

2. PROJECTS INVOLVING POOLS	
Item	Requirement
a.	Final pool plan (when pools are a part of the project) <ul style="list-style-type: none"> ▪ Deck Plan ▪ Deck elevations ▪ Water levels ▪ Pool layout ▪ Pool Wall cross sections at WWI product interfaces

3. INDOOR PROJECTS	
Item	Requirement

a.	<p>Additional information for indoor projects</p> <ul style="list-style-type: none"> ▪ Building plans with elevations and cross sections in CAD and PDF ▪ Architectural and structural drawings, plan, elevations and cross sections (especially where building is penetrated by our products) ▪ Foundation and roof design in area(s) where WWI attractions are located ▪ Mechanical drawings
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3. PROJECT INVOLVING AQUAPLAY	
Item	Requirement
a.	Pool layout including contours, cross section and flat area under the attraction.
NOTES	

Meetings

None scheduled.



WHITEWATER®

Entertain the Possibilities



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