

Bellevue City Council Meeting

Tuesday, July 2, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the June 18, 2024 City Council Minutes.
 2. (*) Approval of the June 18, 2024 Board of Equalization Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend reappointment of Erin Holmes to the Bellevue Library Advisory Board for a five-year term, ending June 2029. (Mayor Hike)
 - b. (*) Recommend reappointment of Bruce Yoder to the Bellevue Housing Authority for a five-year term, ending July 2029. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
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: NONE
15. RESOLUTIONS:
 - a. Resolution No. 2024-16: Authorizing the City of Bellevue's participation in the Opioid Settlement Agreement with Kroeger and authorize the Mayor to sign. (Legal)
 - b. Resolution No. 2024-17: Approving and authorizing the Mayor to sign the Relinquishment and Release of Right of First Refusal. (Administration/Legal)
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 24/25, in an amount not to exceed \$22,500.00. (Risk Manager)
 - b. Approve and authorize the Mayor to sign the contract with Great Plains Communication for the city's desk phone number and long distance service to reduce costs. (Fire Chief)
 - c. Approve and authorize the Mayor to sign an Agreement with Felsburg Holt & Ullevig (FHA) for the 36th Street Corridor Study from Cornhusker Road to Harrison Street, in an amount of \$59,775.00. (Public Works Director)
 - d. Approve and authorize the Mayor to sign the Agreement with Clark Construction Co., Inc. for the Baldwin Fields Fence Replacement project in an amount of \$134,200.00, plus a 10% contingency of \$13,420.00, for a total project cost of \$147,620.00. (Public Works Director)
17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(June report is attached to packet)**
18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

***5b.1**
7/2/2024

Bellevue City Council Meeting, June 18, 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 18th 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.

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:

Councilman Preister asked to remove Item #6 (Claims) from the consent agenda due to having a conflict of interest.

Motion was made by Preister, seconded by Burns, to approve the consent agenda after removing Item #6 Claims.

Consent agenda included the following items: Approval of the June 4, 2024 City Council Minutes; Acknowledge receipt of the April 9, 2024 Tree Board Minutes; Recommend reappointments of Lisa Taylor-Jones, Garrett Sims and Randy Bennett to the Planning Commission for three-year terms, ending August 2027; Recommend reappointments of Steve Johnson, Doug Hill, and Ralph Gladbach to the Design Review Board for three-year terms, ending August 2027; Recommend the appointments of John Jungers and Herb Barelman to the Bellevue Bridge Commission for six-year terms ending, August 2030; Recommend the appointments of John Jungers and Herb Barelman to the Bellevue Bridge Commission for six-year terms ending, August 2030; and Recommend the reappointment of Mary Hansen to the Civil Service Commission for a five-year term, ending May 2029.

Roll call vote to approve the consent agenda after Item #6 was removed: Casey, Cook, McCaw, Burns, Preister, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF CLAIMS

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Show Cause Hearing on the proposed Condemnation in the rear of the property at 8258 S. 50th Street, Bellevue 68157. (Chief Building Inspector)

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

MINUTE RECORD

Bellevue City Council Meeting, June 18, 2024, Page 2

opposition.

Mr. Mike Christensen, Chief Building Inspector, provided a video presentation and history of the property. He stated the city received several complaints from the neighborhood. There are six structures being constructed. He explained when he initially spoke to the owner, he indicated the structures were going to be rented out as Airbnbs and treehouses. Mr. Christensen advised city Ordinance No. 1582 states every non-dwelling structure be kept in a reasonably good state of maintenance and repair. In his opinion, these are not being constructed in a good state of maintenance and repair.

Mayor Hike questioned if there are any permits on the structures. Mr. Christensen explained permits are not required for structures under 120 square feet or less. These structures fall under non-dwelling structures as an accessory structure under Ordinance No. 1582.

Mayor Hike questioned if you could have as many accessory structures as you want under 120 square feet on your property. Also, is there anything under the ordinance which allows living in a shed or accessory structure. Mr. Christensen explained Planning Department can address how many accessory structures are allowed. He explained the structures would need to be habitable structures and meet building code to be habitable.

Councilwoman Welch questioned if Airbnbs are allowed. Mrs. Tammi Palm, Planning Director, advised you cannot have several residential structures. The zoning for this property allows for the principal use of a single-family dwelling and a potential guest house which could not be rented or sold. As far as the question of multi accessory structures is concerned, you could have more than one. She explained you are limited by setbacks and maximum ground coverage. Also, you can have several sheds, however once they are turned into dwelling units that is based on the zoning.

Mr. Chris Curry, 8258 South 50th Street, explained his intent on the building of the structures on the property.

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.

Resolution No. 2024-14: Condemning the structure(s) located at 8258 S. 50th Street, Bellevue 68157.

Motion was made by Cook, seconded by Casey, to approve Resolution No. 2024-14: Condemning the structure(s) located at 8258 S. 50th Street, Bellevue 68157. 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. 2024-15: Approving the First Amendment to the Sarpy County and Cities Wastewater Agency FY2024-2025 Budget and authorize the Mayor to sign. (Public Works Director)

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

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

Approve and authorize the Mayor to sign Amendment No. 2 to the 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)

Motion was made by Burns, seconded by Welch, to 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. 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 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)

MINUTE RECORD

Bellevue City Council Meeting, June 18, 2024, Page 3

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

Motion was made by Welch, seconded by Burns, to 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. 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. (June Report will be attached to the July 2nd packet)

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Preister, seconded by Welch, the meeting adjourned at 6:19 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.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 18, 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

BOARD OF EQUALIZATION MINUTE RECORD

***5b.2
7/2/2024**

Board of Equalization Meeting, June 18, 2024

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 5th day of March, 2024. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Thomas Burns.

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

Open Meetings Act

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

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

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

Resolution BOE No. 2024-0618-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Casey, seconded by McCaw, to approve BOE Resolution No. 2024-0618-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch, to amend Resolution BOE No. 2024-0618-01: by removing the duplicate request for Parcel ID 010473726 for Jacob Ringler.

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

Roll call to approve Resolution BOE No. 2024-0618-01 as amended was as follows: Casey, Cook, McCaw, Preister, Preister and Welch voted yes; voting no: none; Absent: Burns. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Casey, seconded by Welch at 5:06 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 18, 2024; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, June 18, 2024

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

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

MINUTE RECORD

6.
7/2/2024

AMENDED MINUTE RECORD

CLAIMS FOR JULY 2, 2024

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MAYOR

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	46.35
		<u>\$ 46.35</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	92.70
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	149.81
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	750.00
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	3,780.88
MENARD	CLEANING SUPPLIES, OFFICE SUPPLIES, COFFEE SUPPLIES	112.27
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	26.60
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	29.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	29.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	80.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	80.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	90.72
		<u>\$ 5,223.06</u>

LEGAL

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	92.70
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	26.44
DVORAK LAW GROUP	PROF SERVICE-CC MATTERS THRU 2024/05/31	12,617.50
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	825.86
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	4.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	15.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	15.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	32.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	32.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	(50.80)
TRAVELERS	2022/10/01-2023/10/01 PAID LOSS 2024/05/31	60.00
		<u>\$ 13,673.23</u>

CABLE ADVISORY

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	46.35
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	132.19
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	4,248.42
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	23.47
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	26.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	26.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	34.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	34.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	60.48
SESAC INC	2024/01/01-12/31 MUSIC LICENSE FEE	1,888.00
		<u>\$ 6,520.87</u>

CITY CLERK

595 AMXS UNIT ADVISORY	FIREWORKS BOND REFUND	1,000.00
BELLEVUE EAST VOCAL MUSIC BOOSTERS	FIREWORKS BOND REFUND	1,000.00
BELLEVUE SOCCER CLUB	FIREWORKS BOND REFUND	1,000.00
BELLEVUE UNIVERSITY FOUNDATION	FIREWORKS BOND REFUND	1,000.00
BELLINO FIREWORKS INC	FIREWORKS BOND REFUND	1,000.00
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	229.12
DANIEL J. GROSS CATHOLIC HIGH SCHOOL	FIREWORKS BOND REFUND	1,000.00
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	2,303.37

MINUTE RECORD

AMENDED MINUTE RECORD

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CITY CLERK (cont'd)

METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	40.67
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	26.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	26.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	33.81
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	33.81
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	60.48
SPIRIT LIFE CHURCH	FIREWORKS BOND REFUND	1,000.00
TWISTED THUNDER FIREWORKS, LLC	FIREWORKS BOND REFUND	1,000.00
WILD WILLY'S FIREWORKS	FIREWORKS BOND REFUND	10,000.00
		<hr/>
		\$ 20,753.70

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	144.08
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	193.88
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	6,079.30
FIRST NATIONAL INSURANCE COMPANY	2024/09/30Q-4TH QRTL COMMERCIAL	12,125.00
MARCEY HORTON	REIMB MILEAGE FOR CONFERENCE	90.04
MENARD	CLEANING SUPPLIES USING MENARD REBATE	(97.38)
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	34.42
QUADIENT FINANCE USA, INC	2024/04/30 REFILL ACCT 6541 (1510 WALL ST)	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	147.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	147.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	241.92
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	112.56
		<hr/>
		\$ 20,409.82

LIBRARY

BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	59.56
CENGAGE LEARNING, INC	LARGE PRINT BOOKS	108.27
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	107.39
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	8,377.72
INGRAM LIBRARY SERVICES	BOOKS	1,330.64
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	123.60
QUADIENT FINANCE USA, INC	2024/05/01-05/30 LIBRARY NEOSHIPMENTS	547.59
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	87.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	87.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	111.41
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	111.41
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	241.92
		<hr/>
		\$ 11,294.09

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	139.05
BEST CARE EAP	2024/04/01-2025/03/31 EAP PGM ANNUAL FEE	5,539.10
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	149.81
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	11,678.59
MECA	PARKING FOR CONFERENCE	10.00
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	26.60
PRECISE MRM LLC	2024/04/30M FLAT DATA PLAN	69.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	96.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	96.86
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	126.32
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	126.31
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	272.16
		<hr/>
		\$ 18,330.64

MINUTE RECORD

AMENDED MINUTE RECORD

CLAIMS FOR JULY 2, 2024

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CODE ENFORCEMENT

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	431.95
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	3.80
CAPITAL BUSINESS SYSTEMS, INC	2024/05/10-06/09 COPIER EXPENSE	139.92
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	8,034.25
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 MONTHLY SERVICE	10.81
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	65.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	65.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	82.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	82.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	181.44
		<u>\$ 9,097.09</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INST 2024/05/06-06/02	6,648.30
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	431.95
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	6.38
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	7,556.81
INDOFF, INC	COPY PAPER	383.94
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 MONTHLY SERVICE	18.15
NEBRASKA IOWA SUPPLY COMPANY, INC	DISEL FUEL FOR CITY TANKS	4,195.41
PLANIT GEO	2024/07/12-2027/07/11 TREE INVENTORY	12,550.00
PRECISE MRM LLC	2024/02/29M FLAT DATA PLAN	138.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	90.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	90.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	118.83
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	118.83
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	211.68
SARPY COUNTY REGISTER OF DEEDS	SIDEWALK WAIVER	10.00
TRISTAR	2024/05/24 DISBURSEMENTS	5,051.24
		<u>\$ 37,621.32</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/05/28 -6/18 MOWING	9,085.80
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	86.39
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	108.51
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	214.78
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	6,717.58
HUGHES TREE SERVICE	TREE REMOVAL 3320 RAHN BLVD	4,800.00
HUGHES TREE SERVICE	TREE REMOVAL FROM STORM-3308 RAHN BLVD	3,600.00
HUGHES TREE SERVICE	TREE REMOVAL FROM STORM-2408 & 2410	6,600.00
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	2,033.79
NEBRASKA DEPARTMENT OF MOTOR VEHICLES	REGISTRATION FOR VEHICLES	29.50
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	101.27
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	91.37
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	120.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	108.66
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	(52.00)
SID DILLON FORD	2024 FORD TRUCK F-350 VIN#1FTRF3BT0RED75093	59,933.00
SITEONE LANDSCAPE SUPPLY	DECODER STATION WITH PEDESTAL	3,609.82
TREGARON HOMEOWNERS ASSOCIATION	PARK MAINTENANCE-TREGARON HOA	3,000.00
		<u>\$ 100,189.43</u>

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CLAIMS FOR JULY 2, 2024

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RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	229.80
AQUA-CHEM	CHEMICALS FOR POOLS	1,885.85
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	92.70
BELLEVUE EAST ATHLETIC DEPT	YOUTH SPORTS CAMP REIMB	4,000.00
CAPITAL BUSINESS SYSTEMS, INC	2024/05/11-06/10 COPIER EXPENSE	143.28
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	250.00
CINDIE ELDREDGE	REFUND FOR POOL PARTY	65.00
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	88.39
DARYL NELSON	REFUND HALF OF POOL PARTY DEPOSIT	65.00
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	2,768.64
JACQUELINE SANCHEZ	REFUND POOL PARTY DEPOSIT	130.00
MELANIE SMITH	REFUND FOR POOL PARTY	65.00
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	20,498.43
MIDWEST IMPRESSIONS	BREEZE JR OLYMPIC TRACK & FIELD	267.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	27.95
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	27.95
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	39.43
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	39.43
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	60.48
VOSS LIGHTING	REPLACE OLD FIXTURES WITH LED FIXTURES-REED CENTER	4,990.00
		\$ 35,734.33

FACILITY MAINTENANCE

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	137.85
BIG RED LOCKSMITHS	PRIVACY LEVER	143.00
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	464.35
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,077.56
D.H. PACE COMPANY, INC	WIRE COIL CORD TO REPAIR POLICE GATE	1,200.00
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	13,282.74
FIRE PROTECTION SERVICES, LLC	FIRE ALARM, FIRE SPRINKLER SERVICE	1,498.50
GEARHART CONSTRUCTION & PLUMBING INC	REPAIR COPPER WATER SERVICE-GOLDEN ROD OFFICE	4,250.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	360.34
HEARTLAND PNEUMATIC	CHECK VALVE, AUTO DRAIN. PRESSURE SWITCH, OIL	1,260.97
JACKSON SERVICES, INC	DOOR MAT SERVICE	140.14
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	303.84
MMC MECHANICAL CONTRACTORS, INC	PREVENTIVE MAINT ON HVAC EQUIP-1500 WALL ST	5,185.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	87.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	87.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	106.65
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	106.65
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	272.16
ROCHESTER MIDLAND CORPORATION	REPLACE CHEMICAL CONTROLLER-COOLING TOWER - 1510 WALL ST	1,971.77
		\$ 31,937.36

CEMETERY

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	46.35
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	75.77
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	250.00
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	83.39
CUSTOM AUTO BODY CO	REPAIR DAMAGE TO TOYOTA PRIUS	773.29
DAN BLAHA	REIMB FOR CDL LICENSE	64.00
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	2,942.85
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	127.38
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	28.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	28.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	34.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	34.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	90.72
		\$ 4,730.51

MINUTE RECORD

AMENDED MINUTE RECORD

CLAIMS FOR JULY 2, 2024

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STREETS

ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/05/06-06/02	1,988.50
ALFRED BENESCH & COMPANY	BPW-240103 OVERLAY PROJECTS 2024/04/22-06/02	32,834.50
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	231.75
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	177.61
CAPITAL BUSINESS SYSTEMS, INC	2024/05/12-06/11 COPIER EXPENSE	50.27
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	500.00
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	STORM RELATED REPROGRAMMING-GOLDEN & 370	430.37
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	274.17
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	36,636.61
IA/NE CONCRETE PRODUCTS	CONCRETE	1,341.25
INDEPENDENT SALT CO	SALT/ICE CONTROL	1,582.09
MARTIN ASPHALT	BULK ASPHALT TACK	1,512.00
METROPOLITAN COMMUNITY COLLEGE	2024/03/18-04/12 CDL LAWS & REGULATIONS-WARING	328.50
METROPOLITAN COMMUNITY COLLEGE	2023/09/18-10/13 CDL LAWS & REGULATIONS-FISCHER	328.50
METROPOLITAN COMMUNITY COLLEGE	2023/07/17-8/11 CDL LAWS & REGULATIONS - BREWER	620.50
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	542.22
NEBRASKA DEPARTMENT OF MOTOR VEHICLES	REGISTRATION FOR VEHICLES	51.00
NEENAH FOUNDRY COMPANY MUNICIPAL	FRAME, SOLID LID	13,662.74
OMAHA PUBLIC POWER DISTRICT	2024/04/19-05/21 MONTHLY SERVICE	91,629.43
OMNI ENGINEERING	ASPHALT	7,773.73
READY MIXED CONCRETE COMPANY	CONCRETE	17,254.11
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	326.56
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	326.56
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	399.46
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	399.46
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	1,048.72
SHERWIN WILLIAMS CO	HOSE	58.99
TRAILER DELIVERY SERVICE	SHIPPING OF TRAILER	3,600.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2017 HAFP	48,835.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 HAFP	200,000.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 HAFP	29,383.75
UNION PACIFIC RAILROAD COMPANY	SCHILLING DR-FINAL INSPECT OVERPASS CLOSURE	9,666.32
WESTERN ENGINEERING CO	BPW-240103 OVERLAYS PROJECTS THRU 2024/06/08	290,662.46
		\$ 794,457.13

FLEET MAINTENANCE

911 CUSTOM, LLC	UNDER DASH CONSOLE, VEHICLE MOUNT, AMBER PERM KIT	687.58
ANDERSON AUTO GROU	2024 FORD F250 CREW CAB	60,584.00
ARNOLD MOTOR SUPPLY, LLC	MAGNUM SHOCK, ANTI SEIZE LUBE	181.27
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	46.35
AUTOMOTIVE WAREHOUSE DIST, INC	DAYCO PARTS, SILICONE, EXHAUST, RAYBESTOS PARTS, ANCO PARTS, MOOG PARTS, 3M PARTS	1,411.24
BAUER BUILT TIRE & SERVICE	TIRES, SERVICE CALL, SUPPLIES	8,992.71
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	61.69
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	1,000.00
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	107.39
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	20,294.85
FACTORY MOTOR PARTS CO	COOLING SYSTEM FLUSH	65.24
GALVIN GLASS	REPAIR WINDSHIELD-PO628	34.90
GRAINGER	COATED GLOVES, O-RINGS, SILICONE GREASE	177.99
IDEAL PURE WATER COMPANY	BOTTLED WATER	82.50
LOGAN CONTRACTORS SUPPLY	RUBBER SCRAPPERS	256.88
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	130.64
MIDWEST LININGS	UNDER SEAT STORAGE	450.00
NAPA AUTO PARTS	HOSE ASSEMBLY, FILTEERS, FITTINGS, SENSORS, GLOVES, BRAKE PADS, CALIPERS, CORE DEPOSITS	1,210.60

MINUTE RECORD

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CLAIMS FOR JULY 2, 2024

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FLEET MAINTENANCE (cont'd)

NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NUTS, CRIMP N SEAL, STARTER LUGS, DRILL BITS, CONNECTORS, TIE WRAP	688.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	173.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	173.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	219.97
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	219.97
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	483.84
SEXTON AUTO BRAKE AND CLUTCH	BRAKE SHOES AND HARDWARE KITS FOR TRUCK21 AND 31 FOR STOCK	1,139.72
STEVE TARGY	SALE OF BRITE TREAD ALUMINIUM SHEET FOR FAB	450.00
THERMO KING CHRISTENSEN	AC DRIERS FOR STOCK FOR MED UNITS	38.24
TOYNE, INC	VISTA SCREEN FOR OFFICER SIDE, FAN CLUTCH, COOLANT SENSOR	3,460.17
TRUCK AUTHORITY - OMAHA	SPRAY ON BED LINER, TOOL BOX	2,315.00
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	297.50
		<u>\$ 105,435.89</u>

SOLID WASTE

CITY OF OMAHA	2024/04/30M COMPOST DELIVERIES	8,466.64
		<u>\$ 8,466.64</u>

PLANNING

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	46.35
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	5.77
COLUMN SOFTWARE, PBC	LEGAL AD	30.22
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	2,950.07
HEARTLAND BIKE SHARE	HEARTLAND BIKE SHARE FLOOD DAMAGE	4,000.00
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 MONTHLY SERVICE	16.42
OLSSON ASSOCIATES	COMP PLAN & LONG RANGE TRANSPORT PLAN THRU 2024/06/08	13,130.60
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	37.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	37.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	53.02
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	53.02
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	90.72
		<u>\$ 20,451.55</u>

PERMITS & INSPECTIONS

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	278.10
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	7.70
CARHARTT	UNIFORM SHIRT-FELTEN	41.38
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	9,883.98
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 MONTHLY SERVICE	21.94
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	93.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	82.11
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	106.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	106.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	211.68
TY FELTEN	REIMB FOR JOB REQUIRED CERTIFICATION	240.00
		<u>\$ 11,073.67</u>

POLICE

911 CUSTOM, LLC	AREA WORK LIGHTS	515.00
ANDERSON FORD	2024 FORD WAGON VIN#1FM5K8ABORGA29450	41,538.00
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	6,565.09
AUTO BODY AUTHORITY	BODY REPAIR-UNIT 804	6,208.76
AVERY L LOSCHEN	2024/07/31M RENT FOR K9 BUILDING	1,300.00
BELLEVUE ANIMAL HOSPITAL	VET VISITS FOR K9	408.91
BENEFIT PLANS	2024/06/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	136.53
CCAP AUTO LEASE	2024/03/26 USPIS VEHICLE LEASE	696.68
CCAP AUTO LEASE	2024/04/25 USPIS VEHICLE LEASE	696.68

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CLAIMS FOR JULY 2, 2024

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POLICE (cont'd)

CHAD HELLER	REIMB TRAINING EXPENSES	664.15
CHAD W REED	REIMB FOR THE PURCHASE OF A DESKTOP MONITOR	194.82
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW HIRES	827.00
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	561.99
CULLIGAN OF OMAHA	2024/06/31M BOTTLED WATER	426.55
DANIEL GERMAN	REIMB FOR THE PURCHASE OF A MONITOR	106.99
DILLON BROTHERS H-D BUELL	MOTORCYCLE PARTS	201.01
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
DUSTIN S FRANKS	REIMB PER DIEM FOR TRAINING	206.50
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	157,849.52
ENTERPRISE	LEASE VEHICLE	557.32
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	400.00
GOVDIRECT, INC	LAPTOP, DOCKING STATIONS, WARRANTY, VEHICLE DOCK, PANASONIC MODULES	24,891.59
GREAT PLAINS UNIFORMS	NAME PLATE, SEW PATCHES, EMBROIDERY, GLOVES	1,202.89
HOPE VALENTINE, LLC	2024/05/31M MENTAL HEALTH	1,200.00
J P COOKE COMPANY	NOTARY STAMPS-MELROSE, VEST	131.60
JACKSON SERVICES, INC	DOOR MAT SERVICE-PD	157.91
JOHN MARKVE	REIMB FOR THE PURCHASE OF A DESKTOP MONITOR	314.99
KUM N GO	GAS (FUEL CARD DIDN'T WORK)-BOYLE	39.56
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 MONTHLY SERVICE	388.74
NEPTUNE UNIFORMS	HONOR GUARD UNIFORMS	537.24
PAT KOCHENDERFER	2024/05/31M CONTRACTED HOURS FOR MAY	424.36
RAY ALLEN MANUFACTURING CO	SUPPLIES FOR K9	255.94
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	1,033.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	1,033.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	2,362.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	2,362.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	3,962.64
SEAN VEST	REIMB FOR THE PURCHASE OF 2 MONITORS	100.00
TRISTAR	2024/05/24 DISBURSEMENTS	13,865.58
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	1,683.00
		\$ 284,925.54

FIRE & RESCUE

AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	1,900.58
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	215.90
CAPITAL CITY CONCEPTS, LLC	POSITION WAGE REVIEWS	250.00
NEBRASKA DEPARTMENT OF MOTOR VEHICLES	REGISTRATION FOR VEHICLE	15.00
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	329.78
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	117,746.62
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	2,515.18
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	787.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	787.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	1,662.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	1,662.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	2,685.32
TRISTAR	2024/05/24 DISBURSEMENTS	4,657.48
TRUCK AUTHORITY - OMAHA	WEATHER GUARD, PUMP, FILTER	1,980.00
		\$ 137,197.58

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2024/05/31M ACCT 1000 ANALYSIS CHG	547.55
CENTURY LINK	2024/05/04-06/03 MONTHLY SERVICE	927.65
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	281.98
HEARTLAND MARKETING &	2024/04/29-05/26 SOCIAL MEDIA MANAGEMENT	2,006.06
NE-DEPARTMENT OF REVENUE	2024/05/31M SALES AND USE TAX	1,119.21
PM AM CORPORATION	2024/05/31M - ALARM FEES	2,897.00
REGIONAL METROPOLITAN TRANSIT	2024/04/30M MAT SERVICE 1993 MILES	6,254.00
SARPY COUNTY COURT HOUSE	2024/07/31M ANIMAL CONTROL	17,535.00
		\$ 31,568.45

MINUTE RECORD

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CLAIMS FOR JULY 2, 2024

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BELLEVUE BAY INDOOR WATERPARK		
AMBASSADOR TITLE SERVICES LLC	WIRE-AMBASSADOR TITLE-ESCH LAND PURCHASE 2024/06/17	5,941,685.69
		<u>\$ 5,941,685.69</u>
WASTEWATER		
AMERICAN NATIONAL BANK	2024/05/31M ACCT 1034 ANALYSIS CHG	37.48
AT&T MOBILITY	2024/04/22-05/21 MONTHLY SERVICE	688.94
CENT JRY LINK	2024/05/22-06/21 MONTHLY SERVICE	138.08
COX BUSINESS SERVICES	2024/06/30M MONTHLY SERVICE	303.39
ELLECTT EQUIPMENT CO	TENSIONER, ROLLER, END	892.34
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2024/05/31M	4,872.50
EMPLOYEES BENEFITS SYSTEMS	2027/06/30M HEALTH INSURANCE	16,505.51
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2023/05/07- 2024/06/01	631.78
HDR ENGINEERING, INC	BPW-211123 HAYWORTH WW COLLECT SYS 2024/05/05-06/01	17,427.69
METROPOLITAN UTILITIES DIST	2024/05/08-06/06 MONTHLY SERVICE	226.49
MICHAEL TODD INDUSTRIAL SUPPLY	ENGINEER FLAG GREEN WITH WIRE STAFF, SPRAY PAINT	327.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LIFE	150.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LIFE	150.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M LTD	183.36
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M LTD	183.36
RELIANCE STANDARD LIFE INSURANCE CO	2024/06/30M DENTAL INSURANCE	564.88
SARPY COUNTY & CITIES WASTEWATER	BPW-230308 EASTREN SEGMENT SCCWA APP #16	61,895.79
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2018 WW REVENUE BONDS	153,742.50
UTILITY EQUIPMENT COMPANY	RINGS, TILE PROBE, COUPLINGS	4,107.47
		<u>\$ 263,029.50</u>
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2024/04/29-05/24 CDBG EXPENSES IN KCMO	2,739.97
SARPY COUNTY REGISTER OF DEEDS	LIBBY-DEED OF RECONVEYANCE	16.00
SARPY COUNTY REGISTER OF DEEDS	LIBBY-SUB OF TRUSTEE	10.00
SARPY COUNTY REGISTER OF DEEDS	MARATHON EQUITY-DEED OF TRUST	76.00
		<u>\$ 2,841.97</u>
G.O. BONDS		
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 PSTAB	70,425.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 SID 269	3,873.75
		<u>\$ 74,298.75</u>
BELLEVUE MUNICIPAL BUILDING		
BLACK HILLS ENERGY	2024/04/30-05/31 MONTHLY SERVICE	41.51
METROPOLITAN UTILITIES DIST	2024/05/07-06/05 MONTHLY SERVICE	80.36
		<u>\$ 121.87</u>
	TOTAL CLAIMS FOR JULY 2, 2024	<u>\$ 7,991,116.03</u>
	TOTAL PAYROLL FOR JUNE 21, 2024	<u>\$ 1,757,318.23</u>



We Influence The World!

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

***8a. & *8b.
7/2/2024**

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Reappointment to the Bellevue Library Advisory Board & Bellevue Housing Authority

Date: June 17th, 2024

Please consider the following for reappointment to the Bellevue Library Advisory Board, she will serve a five-year term ending June 2029.

Erin Holmes
1510 Bluff St
Bellevue, NE 68005
410-814-9926

Also please consider for reappointment to the Bellevue Housing Authority for a five-year term ending July 2029.

Bruce Yoder
522 Bellevue Blvd N
Bellevue, NE 68005
402-880-08272



We Influence The World!

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

***8a. & *8b.
7/2/2024**

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Reappointment to the Bellevue Library Advisory Board & Bellevue Housing Authority

Date: June 17th, 2024

Please consider the following for reappointment to the Bellevue Library Advisory Board, she will serve a five-year term ending June 2029.

Erin Holmes
1510 Bluff St
Bellevue, NE 68005
410-814-9926

Also please consider for reappointment to the Bellevue Housing Authority for a five-year term ending July 2029.

Bruce Yoder
522 Bellevue Blvd N
Bellevue, NE 68005
402-880-08272

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 2, 2024		SUBMITTED BY: Legal	
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 2024-16 to authorize the City of Bellevue's participation in the national opioid settlement with Kroger

SYNOPSIS/BACKGROUND:

A settlement has been reached in pending opioid litigation against certain settling defendants, one of which is Kroger. The City has previously participated in settlements with other settling defendants, specifically Teva, Allergan, CVS, Walgreens and Walmart. These settling defendants entered into national opioid settlements in which it was alleged the settling defendants caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs. Actual amounts to be received by the City depend on a number of factors, including the number of states and localities participating. Any funds received would be utilized only for eligible uses. Participation in the settlement would preclude the City from bringing its own opioid lawsuit against Kroger.

FISCAL IMPACT:: + amount TBD BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2024-16

ATTACHMENTS:

1. Resolution No. 2024-16	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

RESOLUTION NO. 2024-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE,
NEBRASKA AUTHORIZING THE CITY OF BELLEVUE’S PARTICIPATION IN THE
NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER.

WHEREAS, the State of Nebraska, along with many other states and subdivisions, has reached a final agreement with a pharmacy chain resolve legal claims against them for their role in the national opioid crisis; and

WHEREAS, the settlement agreement is with pharmacy chain, Kroger (“Settling Defendant”); and

WHEREAS, the agreement contains industry-changing injunctive terms, wherein the Settling Defendant will be required to implement changes in how opioids are handled, implement requirements for compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring and reporting on red-flag processes, along with strict limitation on marketing, promotion, sale and distribution of opioids; and

WHEREAS, the New National Opioids Settlement Implementation Administrator has advised the City of Bellevue that the City may register to participate in the settlements as a participating subdivision, in order to receive an, as of now, undetermined amount of money to be utilized for certain, eligible uses related to opioid abuse abatement, as evidence in Exhibit “A” attached hereto; and

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlement with the Settling Defendant.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to register the City’s participation in the settlement and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlement on behalf of the City of Bellevue.

ADOPTED this ____ day of July 2024.

Mayor Rusty Hike

ATTEST:

City Clerk

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bellevue city, NE
Reference Number: CL-794446

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Nebraska is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

EXHIBIT A

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Derek Bral with the Nebraska Attorney General's Office at derek.bral@nebraska.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Bellevue city	State: NE
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
7/2/2024

COUNCIL MEETING DATE: July 2, 2024		SUBMITTED BY: Administration/Legal	
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 No. 2024-17 to approve and authorize the Mayor to sign the Relinquishment and Release of Right of First Refusal

SYNOPSIS/BACKGROUND:

On July 1, 2002, the City purchased land from Daniell Farm, Inc. ("Daniell") around 36th Street and Capehart Road. The purchase agreement gave the City a first right of refusal to purchase other nearby land owned by Daniell, specifically Tax Lots 17B, 5-13-13 (Parcel #011046929) and 18B, 5-13-13 (Parcel #011046945). Daniell seeks to sell these parcels and Administration does not wish to purchase the parcels. Resolution No. 2024-17 relinquishes the City's first right to purchase the parcels and releases Daniell to proceed with selling the parcels to another party.

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 Relinquishment and Release of Right of First Refusal

ATTACHMENTS:

1. Resolution No. 2024-17	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ximene Bahillo

[Signature]

[Signature]

RESOLUTION NO. 2024-17

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE,
NEBRASKA RELINQUISHING ITS RIGHT OF FIRST REFUSAL TO PURCHASE
CERTAIN LAND FROM DANIELL FARM, INC.

WHEREAS, on or about July 1, 2002, the City entered into a purchase agreement with Daniell Farm, Inc. (“Daniell”) to purchase land owned by Daniell located around 36th Street and Capehart Road in Bellevue, Sarpy County, Nebraska ; and

WHEREAS, said purchase agreement gives the City the right of first refusal to purchase other nearby land owned by Daniell, specifically Tax Lot 17B, 5-13-13 (Parcel #011046929) and Tax Lot 18B, 5-13-13 (Parcel #011046945), as more fully described in Exhibit A to the Relinquishment and Release of Right of First Refusal, which is attached hereto as Exhibit 1 (collectively, “Parcels”);

WHEREAS, Daniell seeks to sell the Parcels and has presented the City with the first right of refusal to purchase the Parcels;

WHEREAS, the City does not wish to purchase the Parcels and seeks to relinquish its first of refusal to purchase the Parcels.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that Resolution No. 2024-17 is hereby approved and the Mayor is hereby authorized to sign the Relinquishment and Release of Right of First Refusal and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlement on behalf of the City of Bellevue.

ADOPTED this ____ day of July 2024.

Mayor Rusty Hike

ATTEST:

City Clerk

EXHIBIT 1

Relinquishment and Release of Right of First Refusal

EXHIBIT A

All of Tax Lot 16A, Tax Lot 17A1, Tax Lot 18A1A1 and Tax Lot 18A1B1, Excluding any interest in County Road Easements or Right-of-ways, located in Section 5, Township 13 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, being more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence North 02 degrees 46' 13" W (assumed bearing) 1360.60 feet along the East line of the South one-half of said Section 5; thence South 87 degrees 17' 59" W 33.00 feet to the intersection of the North right-of-way line of Capehart Road with the West right-of-way line of 36th Street and point of beginning; thence continuing South 87 degrees 17' 59" W 1065.59 feet along said North right-of-way line, said line being 33.00 feet North of and parallel with the South line of said Tax Lot 18A1A, to the East line of Tax Lot 18B; thence North 02 degrees 40' 50" West 678.62 feet along said East line to the Northeast corner of said Tax Lot 18B; thence South 87 degrees 17' 59" West 459.03 feet along the North lines of Tax Lot 18B and Tax Lot 17B to the Northwest corner of said Tax Lot 17B; thence South 02 degrees 40' 50" E 678.62 feet along the West line of said Tax Lot 17B to the intersection with the North right-of-way line of Capehart Road; thence South 87 degrees 17' 59" W 862.70 feet along said North right-of-way line, said line being 33.00 feet North of and parallel with the South line of said Tax Lot 17A1, to the intersection with the East line of Tax Lot 17A2; thence North 02 degrees 24' 05" W 390.00 feet along said East line to the Northeast corner of said Tax Lot 17A2; thence South 87 degrees 17' 59" W 339.84 feet along the North lines of Tax Lot 17A2 and Tax Lot 16B to the Northwest corner of said Tax Lot 16B; thence South 02 degrees 24' 05" E 390.00 feet along the West line of said Tax Lot 16B to the intersection with the North right-of-way line of Capehart Road; thence South 87 degrees 17' 59" W 1231.02 feet along said North right-of-way line, said line being 33.00 feet North of and parallel with the South line of said Tax Lot 16A to the East line of the Northwest one-quarter of said Section 5; thence North 02 degrees 02' 16" W 1296.01 feet along said East line to the Northeast corner of said Northwest one-quarter of the Southwest one-quarter; thence South 87 degrees 19' 07" W 1110.39 feet along the North line of said Northwest one-quarter of the Northwest one-quarter to the Southeast corner of Tax Lot 7A; thence along the East line of said Tax Lot 7A the following two (2) courses; (1) North 09 degrees 10' 03" W 1008.01 feet; (2) thence North 20 degrees 46' 53" E 356.81 feet to the North line of said Tax Lot 16A; thence North 87 degrees 18' 10" E 65.48 feet along said North line to the West line of Quail Creek, as platted and recorded; thence South 18 degrees 19' 25" W 15.53 feet to the Southwest corner of said Quail Creek:

Thence N 87 degrees 09' 00" E 268.58 feet along the South line of said Quail Creek to the Southeast corner of Outlot "1", Quail Creek, said point being the Southwest corner of the Affidavit of Correction by Doyle A. Wineland, dated March 1, 1979; thence along the West and North lines of said Affidavit of Correction the following two (2) courses: (1) N 26 degrees 44' 13" W 8.84 feet; (2) thence N 87 degrees 36' 23" E 1015.22 feet to the Southeast corner of said Affidavit of Correction, said point being the Southwest corner of Lot 133, Quail Creek; thence N 87 degrees 09' 00" E 1102.85 feet along said South line of Quail Creek to the Southeast corner of Outlot "F", of said Quail Creek, thence N 3 degrees 39' 18" E 1007.31 feet to the Northeast corner of said Outlot "F"; thence N 86 degrees 52' 02" E 1314.17 feet to the Southeast corner of Outlot "8" of said Quail Creek and

To the West line of Tax Lot 18A2; thence South 04 degrees 09' 50" E 164.25 feet along said West line to the Southwest corner of said Tax Lot 18A2; thence along the South line of said Tax Lot 18A2 and along the South line of Tax Lot 18A1B2 the following eleven (11) courses; (1) South 83 degrees 08' 09" E 222.84 feet; (2) thence along a curve to the

left having a radius of 333.22 feet, an arc length of 194.20 feet with a long chord bearing North 80 degrees 08' 24" E for 191.47 feet; (3) thence North 63 degrees 23' 38" E 80.02 feet; (4) thence along a curve to the right having a radius of 521.70 feet, an arc length of 273.58 feet with a long chord bearing North 78 degrees 24' 46" E for 270.45 feet; (5) thence South 86 degrees 27' 52" E 65.64 feet; (6) thence along a curve to the right having a radius of 101.03 feet, an arc length of 66.60 feet with a long chord bearing South 68 degrees 35' 49" E for 65.40 feet; (7) thence along a curve to the left having a radius of 79.56 feet, an arc length of 65.24 feet with a long chord bearing South 72 degrees 07' 48" E for 63.43 feet; (8) thence North 84 degrees 22' 43" E 55.67 feet; (9) thence along a curve to the left having a radius of 150.49 feet, an arc length of 105.01 feet with a long chord bearing North 64 degrees 23' 15" E for 102.90 feet; (10) thence North 44 degrees 09' 34" E 125.39 feet; (11) thence North 88 degrees 31' 15" E 29.95 feet to the Southeast corner of said Tax Lot 18A1B2; thence North 86 degrees 59' 33" E 8.74 feet to the intersection with the West right-of-way line of 36th Street; thence South 03 degrees 00' 27" E 977.67 feet along said West right-of-way line, said line being 90.00 feet West of and parallel with the East line of the Northeast one-quarter of the Northeast one-quarter of said Section 5, to the North line of Anderson Grove Cemetery; thence South 87 degrees 21' 36" W 223.50 feet along said North line to the Northwest corner of said Cemetery; thence South 02 degrees 46' 13" E 429.00 feet to the Southwest corner of said Cemetery; thence North 87 degrees 21' 36" E 280.51 feet along the South line of said Cemetery to the intersection with the West right-of-way line of 36th Street; thence South 02 degrees 46' 13" E 31.61 feet along said West right-of-way line, said line being 33.00 feet West of and parallel with the East line of said Tax Lot 18A1A to the intersection with the Easterly Extension of the North line of Campagna's 2nd Addition, as platted and recorded; thence South 87 degrees 15' 54" W 967.20 feet along said North line to the Southwest corner of said Campagna's 2nd Addition; thence South 02 degrees 47' 18" E 418.98 feet to the Southwest corner of said Campagna's 2nd Addition said point being the Northwest corner of St. Matthew The Evangelist Church Addition, as platted and recorded; thence South 02 degrees 45' 28" E 909.00 feet to the Southwest corner of said St. Matthew The Evangelist Church Addition; thence North 87 degrees 13' 29" E 967.26 feet along the South line of said St. Matthew The Evangelist Church Addition to the intersection with the West right-of-way line of 36th Street; thence South 02 degrees 46' 13" E 834.36 feet along said West right-of-way line being 33.00 feet West of and parallel with the East line of said Tax Lot 18A1A, to the point of beginning.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/02/2024		SUBMITTED BY: Scott Houghtaling	
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:

Employee Wellness Agreement

SYNOPSIS/BACKGROUND:

The City of Bellevue's Consulting Services Agreement with Lockton for the Employee Wellness Program set to expire August 31st, 2024. This program has helped the employees that are in the program as our total Health Score of 57 is below the National average of 67. Our Risk score of 58 is also below the National average of 67, therefore I would like to continue the agreement for FY 24/25 with no increase to annual fee of \$22,500

FISCAL IMPACT: \$22,500 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Wellness Consulting Agreement

CONTRACT EFFECTIVE DATE: 09/01/2024 CONTRACT TERM: 12 mo CONTRACT END DATE: 08/31/2025

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: 10-23-6010 ACCOUNT NUMBER:

RECOMMENDATION:

Recommend renewing agreement with Lockton for FY 24/25 at no annual fee increase- \$22,500

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature: Dianne Bonbriller

Signature: [Illegible]

Signature: [Illegible]



Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") made and entered into effective as of September 1, 2024 ("Effective Date"), by and between CITY OF BELLEVUE ("Client") and the Founders Series of Lockton Companies, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** This Agreement will be in effect from the Effective Date to August 31, 2025 unless earlier terminated in accordance with the provisions of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

2. **COMPENSATION, DISCLOSURE AND PAYMENT TERMS**

2.1 **Compensation.** All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for the following compensation in 2.2.

2.2 **Payment Schedule.** Client shall pay the fee set forth above on the following payment schedule:

<u>Due Date</u>	<u>Amount Due</u>
Annual	\$22,500

Client will provide full payment to Lockton for all fee invoices submitted within 30 days of Client's receipt of each invoice. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

3. **SERVICES**

3.1 **Scope of Services.** It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton provide other services beyond those set forth in Addendum A; or 2) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 **Use of Intermediaries.** When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any

and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

3.3 **Modeling and Analytics Services.** Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton 1) to disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) to contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

4. **TERMINATION OF SERVICES**

4.1 **Termination for Convenience.** Client or Lockton may terminate this Agreement at any time with thirty (30) days' written notice to the other party.

4.2 **Fee Due at Termination.**

In the event that Client terminates this Agreement, either by BOR or by thirty (30) days written notice, all services will be discontinued on the effective date of termination. In such event, Lockton shall invoice Client for the services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement.

5. **CONFIDENTIALITY**

5.1 **Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party

(the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 Exclusions. Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

5.3 Receiving Party's Confidentiality Duties. In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

A. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

B. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

D. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

5.4 Data Protection

A. For the purposes of this section 5.4:

1. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

2. **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Personal Data means any information relating to an identified or identifiable living individual;

3. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process, Processes and Processed** shall be construed accordingly;

4. **Processor** means a person which Processes Personal Data on behalf of a Controller;

5. **Relevant Individual** means any individual whose Personal Data is disclosed to Lockton for Processing by Lockton or on Lockton's behalf in connection with our engagement or any services Lockton provides to Client, including (by way of example) any individual who is an insured person, or a third-party claimant, under or in respect of an insurance policy; and

6. **Relevant Person** means Client and any other person who collects Personal Data relating to a Relevant Individual.

B. Client and Lockton acknowledge and agree that, in relation to our engagement and any services Lockton provides to Client:

1. Lockton is a Controller in respect of the Personal Data Lockton Processes;

2. Client is a Controller in respect of the Personal Data Client Processes;

3. Lockton and Client are not joint Controllers; and

4. neither Client nor Lockton Processes any Personal Data on behalf of the other as a Processor.

C. In respect of the Personal Data that Lockton or Client Process in relation to our engagement and any services Lockton provides to Client:

1. Client and Lockton shall comply at all times with our respective obligations under the Data Protection Laws; and

2. Client and Lockton shall notify each other without undue delay after, and in any event within 24 hours of, becoming aware of any breach of security or other circumstance leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data.

D. In relation to Lockton's engagement and any services Lockton provides to Client, Client shall only provide to Lockton the Personal Data requested by Lockton from time to time, and Client shall ensure that no other Personal Data is provided by Client (or anyone else acting on Client's behalf) to Lockton.

E. Client shall ensure that the information notice set out in the GDPR privacy notice provided by Lockton, or any replacement information notice that Lockton provides to Client from time to

time, is provided to each Relevant Individual. Client shall ensure that the notice is provided to the Relevant Individual at the time when its Personal Data is first collected by the Relevant Person.

F. Client shall ensure that such steps are taken to obtain the consent of each Relevant Individual to the Processing of its Personal Data in connection with Lockton's engagement and any services Lockton provides as may be required from time to time by Lockton.

G. Client shall ensure that Lockton is promptly notified of any contact a Relevant Person receives from a Relevant Individual regarding the Processing of its Personal Data in relation to our engagement or any services Lockton provides to Client. Client shall ensure that each Relevant Person provides Lockton with reasonable cooperation and assistance in relation to each such contact to enable Lockton to respond to such contact fully and promptly and in accordance with any deadlines set by the Data Protection Laws to which Lockton is subject.

H. In addition, Client and Lockton agree to work together to ensure that Lockton is able to Process the Personal Data that Lockton Processes in relation to Lockton's engagement and any services Lockton provides to Client for the purposes contemplated by such engagement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which Lockton is subject. This shall include Client cooperating and assisting Lockton with Lockton's dealings with regulatory authorities responsible for maintaining and enforcing the application of the Data Protection Laws to which Lockton is subject.

I. Client and Lockton agree to enter into such other written agreements as may be required from time to time to enable Client to comply with the Data Protection Laws to which Client is subject and/or to enable Lockton to comply with the Data Protection Laws to which Lockton is subject.

J. This Section 5.4 shall survive the termination or expiration of this Agreement.

6. GENERAL CONDITIONS

6.1 Cooperation. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 Assignment. Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.

6.3 Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section 3.1, this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 Indemnification. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

6.5 Dispute Resolution. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

6.6 Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

6.7 Accuracy and Completeness of Information. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that

are the result of, arise from, or are based on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

6.8 No Reliance. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

6.9 Relationship between the Parties. Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

6.10 Notices. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

CLIENT
CITY OF BELLEVUE
1500 Wall Street
Bellevue, NE 68005
Attn: Rusty Hike
Title: City of Bellevue Mayor

LOCKTON
FOUNDERS SERIES OF LOCKTON COMPANIES, LLC
444 W. 47th Street Suite 900
Kansas City, MO 64112
Attn: Timothy Meacham
Title: Chief Operating Officer

6.11 Governing Law. This Agreement shall be governed for all purposes by the laws of the state of Missouri.

<The rest of this page is intentionally left blank. Signature page to follow.>



In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC

CITY OF BELLEVUE

BY: _____

Timothy Meacham
Chief Operating Officer

BY: _____

Rusty Hike
City of Bellevue Mayor

DATE: _____

DATE: _____

Addendum A—Lockton Nurse Advocacy

Standard Lockton Nurse Advocacy (INA) Services	Typical Frequency	Cost
❖ Health Risk Assessment (HRA) – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in Fee
❖ Collection of Physician Preventive Biometric Screening and Laboratory Results Form – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening.	Annually	Included in Fee
❖ Wellness Portal access – All members can register on the Wellness Portal and have access to their individualized reporting, incentive criteria and other health resources that may be available.	Annually	Included in Fee
❖ Health Coaching – One -to-one meetings with a professional nurse for those that did not meet certain benchmarks. The nurse will work with the member to educate, set health goals and to offer motivation and support to the individuals for reaching their health goals.	Quarterly	Included in Fee
❖ Employer Aggregate Report – A comprehensive aggregate report of the Client’s biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in Fee
❖ Educational Presentations – Presentations developed and presented by a nurse.	As needed	Additional fees may apply
❖ Incentive Tracking and Reporting – A report will be provided with the names of participants and their incentive qualification status.	Annually	Included in Fee
❖ Lunch – N – Learns – Presentation developed and presented by a nurse.	As needed	2 are included; there will be a cost for additional presentations
❖ Wellness Newsletter	Monthly	Electronic version Included

Our Mission

To be the worldwide value and service leader in insurance brokerage,
risk management, employee benefits, and retirement services

Our Goal

To be the best place to do business and to work



LOCKTON

RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

www.lockton.com



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

ORDER INFORMATION	
Customer	City of Bellevue
Doing Business As	
Solution Name	Q-26514-City of Bellevue SIP Trunks + LD, DID Blocks
Service Term	36 months

ORDER DETAILS				
Location: 1500 WALL ST, BELLEVUE, NE 68005				
Service	Description	Unit Price	Qty	Total Price
SIP Trunk Service	Session Initiation Protocol (SIP) is a signaling protocol that enables the Voice Over Internet Protocol (VoIP)	\$11.68	20	\$233.60
Direct Inward Dial	Block of 20 telephone numbers	\$3.00	16	\$48.00
1000-Minute-Long Distance Plan	Overage at \$0.05/minute	\$42.50	1	\$42.50

CHARGES		
Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) (due at install)	Upfront Charge (due upon signing)
\$324.10	\$0.00	\$0.00

SPECIAL TERMS AND CONDITIONS

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain’s affiliate listed below (“Provider”) and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. All prices are before applicable taxes, fees, and surcharges. This order is further subject to and governed by Provider’s standard service agreement for business customers, available upon request. This order is subject to availability and becomes binding upon acceptance by Provider. This order may be executed in counterparts, signed and delivered physically or digitally. Customer acknowledges it has read, understands, and accepts the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.

Customer: City of Bellevue

Provider: Netlink LLC

Sign:

Sign:

Print:

Print: Jeff Mason

Title:

Title: Sr. Account Executive

Date:

Date:

VOIP DISCLAIMER

Before using any Voice over Internet Protocol (“VoIP”) service, users should be aware that VoIP technology differs from traditional “plain old telephone service” in certain aspects. These differences may adversely affect the availability, timeliness, routing, quality, and functionality of communications, including emergency calling. Customer acknowledges it is Customer’s responsibility to determine the appropriate technologies that are best suited to meet the Customer’s communications needs. Customer should contact Provider to discuss the limitations of VoIP service if Customer has questions or concerns. The following terms and conditions apply to any VoIP service offered by Provider:

1. **Automatic Location Information.** To ensure automatic location information is reported to 911 dispatchers during emergency calls (also known as “Enhanced 911” or “E911”), Customer must accurately register with Provider the physical address where the VoIP service will be used, including if individual users are located at multiple physical addresses. Registered addresses are used to route 911 calls. Customer must notify Provider at least 5 business days prior to relocating the VoIP service (including any “nomadic” use) to allow Provider to update the registered address. If Customer fails to notify Provider of changes to the registered address, Customer acknowledges and accepts all risk that automatic location information may not be accurately reported to 911 dispatchers which could cause a delay or failure of the emergency response. In certain cases when Provider is unable to route calls to the local Public Safety Answering Point (“PSAP”), 911 calls may be routed to the national emergency call center instead of a local PSAP. Due to these limitations, VoIP users should be prepared to provide their physical address and a callback telephone number to 911 dispatchers for proper response to the emergency location.
2. **Compatibility.** VoIP service may not be compatible with other services or equipment (e.g., security systems, medical monitoring equipment, credit card terminals, facsimile systems). Customer is responsible for ensuring any such services or equipment is compatible with VoIP service; Provider is not responsible for any third-party services or equipment that is interconnected with VoIP service.
3. **Limitations.** VoIP service, including the ability to make emergency calls, may be degraded or unavailable due to several factors. These factors include, but are not limited to:
 - Loss of electrical power
 - Loss of Internet connectivity
 - Network congestion or other problems with the Internet service
 - Defective customer premises equipment
 - Delays in updating Customer’s registered service address (as described above)
 - Unavailability of E911 service outside the United States
 - Suspension or disconnection of serviceIn the event of degradation, call quality may become choppy, clipped, or delayed, or the call may drop altogether or fail to complete.
4. **Alternative Arrangements.** Due to the inherent limitations of VoIP technology, Customer should have another backup means of calling emergency services (e.g., plain old telephone service, cellular service).
5. **Duty to Inform.** Due to the inherent limitations of VoIP technology, Customer undertakes the duty to inform all persons who may use Customer’s VoIP service about the limitations stated herein.

This VoIP Disclaimer constitutes part of your agreement for service from Provider. By signing this disclaimer, you agree to be bound by these terms and conditions.

Customer: City of Bellevue

Sign:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“Agreement”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“Provider”) to the party purchasing services (“Customer”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“MRC”), non-recurring charges (“NRC”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Unless otherwise provided herein, Customer will pay Provider an early termination fee (“ETF”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider, said breach to include, but not be limited to Provider’s consistent poor service and/or failure to provide emergency response to call outs (provided Customer notifies Provider of the trouble it is experiencing and allows Provider a reasonable opportunity to cure said trouble). The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** To the fullest extent permitted by applicable law, neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. To the fullest extent permitted by applicable law, Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
11. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
12. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
13. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may not assign the services without at least 60 days’ prior written notice delivered to Customer addressed to: City Attorney, City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005, and the written consent of Customer, not unreasonably withheld. The services are binding upon

the successors, assigns, heirs of the parties.

14. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.

15. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION		
Customer Legal Name: City of Bellevue		
Business Type and State (e.g. Nebraska corporation):		
Owner/Account Holder:		
Phone:		
Email:		
Service Address:		
Is the Service Address within city limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own the property (land and building)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (if applicable):		
Billing Address:		

EXISTING CUSTOMER INFORMATION ONLY		
Current GPC Account #: New Account #		
Do you prefer billing on:	<input checked="" type="checkbox"/> Combined/Single Statement	<input type="checkbox"/> Separate Statement

TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>

ACCOUNT PASSWORDS AND SECURITY	
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>	
CPNI Contact:	
CPNI Phone:	
CPNI Email:	
Account Password:	
Password Hint:	
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>	
4-digit PIN:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

TECHNICAL CONTACT
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>

PHONE INFORMATION

Please review, verify, and complete the following information to assist Great Plains in setting up your phone service.

PHONE FEATURES – Please select your phone number listing status per line as this is required. Each phone line includes caller ID, caller ID w/ call waiting, call forward variable, and voicemail. Customer may select two additional calling features at no charge. If a different call forward feature is selected below, please provide the call forward to phone number. Other calling features may be available if requested. Contact Great Plains to discuss your phone needs.											
	Published*	Unlisted*	Unpublished*	Call Transfer	3-Way Calling**	Trunk Hunting***	900 Block	Call Forward Busy	Call Forward Dont Answer	Call Forward Fixed	
Telephone Number											Call Forward To #
List of numbers attached											
Comments:											

DIRECTORY INFORMATION – Customer is entitled to one directory listing at no charge; all other lines are unlisted by default. If you desire a directory listing, please indicate the desired number to be published above and listing information below . Extra listings, unlisted numbers, or unpublished numbers will incur additional charges.
Listed Name:
Directory Address:
Yellow Page Heading:

REQUEST FOR LOCAL EXCHANGE PHONE SERVICE

LETTER OF AUTHORIZATION FOR CITY OF BELLEVUE

I designate Great Plains Communications LLC as my agent for the sole purposes of changing my preferred local exchange carrier to Great Plains Communications (or its designated affiliate that provides competitive local exchange services in the applicable territory) and to inform my current local exchange carrier of this change. I understand I may only designate one carrier to be my preferred local exchange carrier.

INFORMATION
Name(s) on Account:
Phone Number(s): List of numbers – see attached
Service Address:
Billing Address:
Current Local Exchange Carrier:
Current Local Exchange Carrier Account #:
Current Local Exchange Carrier Password:
SIGNATURE - I certify I am of legal age and I have proper authority to sign this Letter of Authorization. I further accept responsibility for all charges incurred on this account.
Customer: City of Bellevue
Sign:
Print:
Date:

NOTE: this form is only required in exchanges where Great Plains Communications is not the incumbent local exchange carrier ("ILEC"). Please contact Great Plains with any questions.

REQUEST FOR LONG DISTANCE PHONE SERVICE

**LETTER OF AUTHORIZATION
FOR CITY OF BELLEVUE**

I designate Great Plains Communications LLC as my agent for the sole purposes of changing my preferred long distance service provider to Great Plains Communications (or its designated affiliate that provides long distance services in the applicable territory) and to inform my current long distance service provider of this change.

INFORMATION

Name(s) on Account:

Phone Number(s):

Service Address:

Billing Address:

SERVICE AREA - *See the LATA map below for clarification*

I select long distance from Great Plains Communications for (select one):

- Both intraLATA and interLATA calling.
- intraLATA calling (calls within my LATA).
- interLATA calling (calls to another LATA or to another state).

SIGNATURE - I certify I am of legal age and I have proper authority to sign this Letter of Authorization. I further accept responsibility for all charges incurred on this account.

Customer: City of Bellevue

Sign:

Print:

Date:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 2, 2024		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240601 - 36th St Corridor Study Cornhusker Rd to Harrison St

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig will provide engineering services for the proposed 36th Street Corridor Study from Cornhusker Rd to Harrison Street. The study aims to assess traffic conditions and infrastructure with the goal of improving transportation efficiency, safety and sustainability. Key objectives include reducing congestion, improving traffic flow, and enhancing pedestrian and bicycle safety.

FISCAL IMPACT: \$59,775 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Felsburg Holt & Ullevig	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: 36th Street Corridor Study from Cornhusker Rd to Harrison		
CONTRACT EFFECTIVE DATE: 7/2/2024	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: M146(236A) - 36th & Chandler intersection		
START DATE: 7/2/2024	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Reconstruction Projects	CIP PROJECT NAME: 36th & Chandler intersection	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): ST24(04)	
ACCOUNTING DISTRUBUTION CODE: 7010	ACCOUNT NUMBER: 10-15	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of \$59,775

ATTACHMENTS:

- Scope of Work
- Project Fee estimate
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

June 7, 2024

RE: DESCRIPTION OF PROJECT AND SCOPE OF SERVICES AND FEE
36th Street Corridor Study – Cornhusker Road to Harrison Street

Mr. John Krager, PE
City of Bellevue / Public Works Dept
1510 Wall Street
Bellevue NE 68005

Dear Mr. Krager:

Thank you for the opportunity to submit this scope of services for engineering service for the proposed 36th Street Corridor Study from Cornhusker Road to Harrison Street. The study aims to comprehensively assess traffic conditions and infrastructure, with the goal of improving overall transportation efficiency, safety, and sustainability. Through detailed data collection, analysis, and stakeholder engagement, the study seeks to identify current challenges and potential opportunities for enhancement. Key objectives include reducing congestion, improving traffic flow, and enhancing pedestrian and bicyclist safety.

FHU is submitting this agreement for professional engineering services based on our understanding of the needed improvements discussed. This letter agreement summarizes our understanding of the services requested, project schedule, and estimated engineering fees.

Scope of Services

FELSBURG HOLT & ULLEVIG TO PROVIDE THE FOLLOWING SERVICES:

Task 1 – Project Management & Administration

- a. *Project Management* – The Felsburg Holt & Ullevig, (FHU) Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices.
- b. *Quality Assurance & Quality Control (QA/QC)* – FHU will follow defined quality assurance and quality control practices as set forth in our firm's policy.

Task 2 – Project Coordination & Meetings

- a. *Progress Meetings* – FHU will attend monthly progress/review meetings with City staff. Based on the project schedule, this will include three (3) meetings. These meetings will be made up of the following:
 - General Progress Meeting #1
 - General Progress Meeting #2
 - Draft Technical Report Progress Meeting
- b. *Stakeholder Meetings* – FHU will facilitate individual stakeholder meetings with Sarpy County and the City of Omaha to coordinate adjacent projects.

Assumptions:

- No Public Information Meetings are planned as part of this scope. If a public meeting is requested by the City, FHU will provide a fee estimate to prepare displays and handouts for the public meeting and attend the public meeting.
- If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

Task 3 – Data Collection & Field Reviews/Observations

- Traffic Counts* – Peak-hour traffic counts at the study intersections will be conducted/provided by FHU. Traffic counts will be conducted while Omaha and Bellevue Public Schools are in session. This information will be used as the base condition for our analysis. FHU will compile the count information for analysis. The study area intersections and count locations are as follows:
 - 36th Street & Cornhusker Road [signalized]
 - 36th Street & Giles Road [unsignalized]
 - 36th Street & Chandler Road [unsignalized]
 - 36th Street & Harrison Street [signalized]
- Field Reviews/Observations* – FHU will observe traffic operations and complete field notes for each study area intersection including lane configurations, traffic control, and speed limits.

Assumptions:

- City to provide existing signal timings and GIS information.
- Traffic data from recent traffic studies in the project area will be utilized to gather existing and future traffic information. The City will provide any recent traffic studies within the study area.

Task 4 – Existing & Future Operational Analysis

- Operational Analysis* – FHU will compare existing (Average Daily Traffic) ADT volumes with forecast ADT from MAPA's travel demand model. FHU will develop peak hour traffic projections (AM and PM) for forecast year 2050 based on the MPO's travel demand model. Operational analysis should consider intersection alternative evaluation as appropriate. FHU will develop a traffic operations model using Synchro/SimTraffic, traffic modeling software. SIDRA software will be used to evaluate proposed roundabout locations. A planning level roadway capacity analysis will be completed.

The study will analyze the following scenarios:

- Existing
- Future year, No-Build (2050 traffic volumes)
- Future year with proposed corridor geometric improvements (2050 traffic volumes)

The measures of effectiveness used to evaluate the operational effectiveness will include delay, Level-of-Service (LOS), and queue length at individual intersections. Traffic signal timing plans will be optimized within Synchro for future year scenarios. Any concepts which include roundabouts will be analyzed using SIDRA.

FHU will consider alternative intersection configurations to improve traffic operations and safety. FHU will evaluate the existing roadway section and make recommendations based upon the intersection evaluations and projected future daily traffic.

Task 5 – Safety Analysis

- a. *Crash Analysis* – FHU will compile the crash history from data provided by the Nebraska DOT for the study area intersections and roadway segments. A minimum of seven years of the most recently available data will be assessed to identify potential safety concerns along the study roadway. This analysis will identify high crash rate intersections and roadway segments. FHU will evaluate and consider crash patterns in the final recommendations for improvements along the corridor.

FHU will provide recommendations based on the data collected and findings to further inform and confirm the recommendations for intersection and roadway configurations/treatments.

Assumptions:

- FHU will use the relevant statewide crash rates and City of Omaha citywide averages for comparison.
- Collision diagrams will not be developed as part of this project.
- CMFs information will be utilized from the CMF Clearinghouse.

Task 6 – Access Control Review

- a. *Access Control Review* – FHU will complete an assessment of access points along the study area corridor. The review will evaluate existing access points, such as driveways, intersections, and medians, to determine their impact on traffic flow, safety, and overall efficiency. Key objectives include identifying potential access management strategies to improve traffic operations, reduce congestion, and enhance safety for all road users.

Task 7 – Multi-modal Review

- a. *Multi-modal Analysis* – FHU will review existing sidewalk connectivity, bicycle facilities, transit routes/stops, pedestrian signals, and push button locations. FHU will make recommendations to fill existing sidewalk gaps, connect existing and proposed bicycle routes, and improve transit operations as part of the conceptual plan. A trail is proposed along the west side of 36th Street.

Task 8 – Concepts & Cost Estimates

- a. *Base Mapping* – FHU will utilize the City's existing aerial photography, GIS layers, and As-Built Plans (if available) to obtain the necessary topographic information to complete the conceptual design. No ground survey will be completed as part of this project.
- b. *Conceptual Plans* – FHU will prepare conceptual design plans for the proposed permanent roadway improvements to 36th Street from Cornhusker Road to Harrison Street. Proposed concepts may include striping reconfiguration, pavement reconfigurations, signal improvement needs and intersection reconfigurations. Up to two concepts will be developed for the study area intersections. These will include a turn lane with signalization or a roundabout.

Plans will include the following:

- Typical Cross-Sections
- Conceptual Turn Lanes, Sidewalk Improvements, Curb Extensions, Parking Improvements, Driveway Impacts
- Conceptual Plan & Profile Sheets
- Conceptual Pavement Marking & Signing
- Conceptual Traffic Signal Improvements
- Conceptual ROW Impacts
- Intersection alternatives will also be considered at key locations identified during the study. Conceptual designs for turn lane improvement or alternative traffic controls such as roundabouts will be considered.

- c. *Cost Estimates* – FHU will prepare and submit Class 4 Opinions of Probable Construction Cost (OPCC) for all items related to the recommended roadway improvements. The Class 4 estimate will include assumptions, contingency, range of expected cost, and escalation for the anticipated construction year. The cost estimate will include estimates for roadway improvements, trail/sidewalk improvements, driveway impacts, signing and striping, traffic signal improvements, and right of way.

Assumptions

- The most current City of Omaha standard bid items and unit prices will be used.
- Cost estimates will be prepared in Microsoft Excel.
- Design deliverable packages and will conform to the City of Omaha Public Works Department Standards
- The plans will be developed in CADD format. Electronic files of the conceptual design plans will be submitted to the City of Omaha upon request.
- No survey is anticipated as part of this project.
- ROW will be based upon GIS information.

Task 9 – Technical Report & Deliverables

- a. *Report* – FHU will provide a technical report documenting the results of the data collection, field observation, and corridor study analysis elements. The technical report will include geometric improvement recommendations, multi-modal recommendations, prioritized project/phasing plan, and exhibits. The recommendations will include a prioritized list of proposed improvements with separate estimates of probable costs for each phase of the project.

FHU will develop recommendations based on the operational analysis, safety analysis, and multi-modal review. The recommendations may consider different intersection alternatives, bike facilities, and other improvements.

- b. *Deliverables* – FHU will provide the following deliverables:
- Turning Movement Count Data.
 - Meeting notes of all coordination meetings.
 - Draft and Final Technical Report (to be provided electronically in PDF format).
 - Synchro Traffic Model Files.
 - CADD Files

Project Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment. Upon notice to proceed, FHU will schedule a kick-off meeting which would be anticipated for the week of July 2, 2024. This meeting may occur by video or conference call. The proposed project schedule from this project is shown below:

ACTIVITY	DAYS	CUMULATIVE TOTAL
City Council Approval		
Anticipated Notice to Proceed	0	
Data Collection (Traffic Counts) – Previously Completed	7	7
Field Observations (Corridor)		
Corridor Study Analysis (Existing Conditions)	30	37
General Progress Meeting #1	-	-
Corridor Study Analysis / Concept Development (Future Conditions)	45	82
General Progress Meeting #2	-	-
Report Development	30	112
Draft Corridor Study	-	-
Receive Review Comments from City	14	126
Draft Technical Report Meeting	-	-
Finalize and Submit Report	14	140
TOTAL	140	140

Project Fee Estimate

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

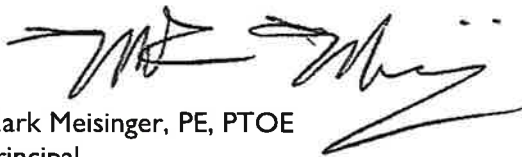
Principal	\$ 310.00/Hour	Engineer II	\$ 135.00/Hour
Project Manager	\$ 235.00/Hour	Engineer I	\$ 120.00/Hour
Sr. Designer	\$ 200.00/Hour	Graphics	\$ 160.00/Hour
Engineer III	\$ 155.00/Hour	Admin	\$ 105.00/Hour

At these standard hourly rates, we have estimated that the above scope could be completed for a maximum budget of **\$59,755**. A detailed fee estimate (Exhibit B) and a copy of our 2024 standard rate sheet (Exhibit C) are attached. This amount would be established as a “not to exceed” limit beyond which no charges could be made without the City’s prior written approval.

We appreciate the opportunity to provide these services to the City of Bellevue and look forward to assisting you. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client acknowledges the attached Letter Agreement Standard Provisions. Please return a signed copy of this contract proposal for our files. If you have any questions, please contact Adam Denney at 402-210-4714 or email adam.denney@fhueng.com.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE
Principal



Adam Denney, PE, PTOE
Project Manager

Accepted By _____

Title _____

Date _____

Attachments

- EXHIBIT B - Detailed Fee Estimate
- EXHIBIT C - 2024 Standard Rates Sheet
- EXHIBIT D - FHU Letter Agreement Standard Provisions

\\fhueng\oma_data\Marketing\Proposals\Letter Proposals\City of Bellevue\36th Street - Cornhusker to Harrison\36th Street Corridor Study Proposal 2024.06.07.docx

**36th Street Corridor Study – Cornhusker Road to Harrison Street
Bellevue, NE**

Detailed Fee Estimate



EXHIBIT B

6/7/2024

TASKS	Work Hours By Task								Total
	PR II	PM	Sr. Des	Engr. III	Engr. II	Engr. I	Graphics	Admin.	
Task 1 - Project Management & Administration									
a Project Management		14	6						20
b QA/QC	4	4							8
Task 2 - Project Coordination & Meetings									
a Progress Meetings (3)	3	9			6				18
b Stakeholder Meetings (2)	4	4							8
Task 3 - Data Collection & Field Reviews/Observations									
a Traffic Counts						4			4
b Field Reviews/Observations		2			4	4			10
Task 4 - Existing & Future Operational Analysis									
a Operational Analysis		4			24	16			44
Task 5 - Safety Analysis									
a Crash Analysis					8	4			12
Task 6 - Access Control Review									
a Access Control Review		2	2	4					8
Task 7 - Multi-modal Review									
a Multi-modal Analysis		2			4	4			10
Task 8 - Concepts and Cost Estimates									
a Base Mapping			2	4	2				8
b Conceptual Plans	2		36	40	2				80
c Cost Estimates	2		10	20	8				40
Task 9 - Technical Report & Deliverables									
a Report	2	4	2		32		8	4	52
b Deliverables		4			4				8
TOTAL HOURS	17	49	58	68	94	32	8	4	330
Billing Rate	\$310.00	\$235.00	\$200.00	\$155.00	\$135.00	\$120.00	\$160.00	\$105.00	
TOTAL FEE	\$5,270	\$11,515	\$11,600	\$10,540	\$12,690	\$3,840	\$1,280	\$420	\$57,155

DIRECT PROJECT EXPENSES

ITEM	QUANTITY	UNIT PRICE	TOTAL
Printing	525	Sheets \$0.19	\$100
Postage/Shipping/Misc.			
Mileage	150	Miles \$0.67	\$101
Traffic Counts	1	Lump Sum \$2,400.00	\$2,400
TOTAL DIRECT PROJECT EXPENSES			\$2,600

MAXIMUM AMOUNT PAYABLE

\$59,755

2024 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$340
Principal II	\$310
Principal I	\$295
Associate II	\$315
Associate I	\$290
Advanced Mobility Director.....	\$315
Sr Adv. Mobility Engineer/Strategist.....	\$250
Adv. Mobility Lead Engineer/Strategist V....	\$210
Adv. Mobility Engineer/Strategist IV.....	\$185
Adv. Mobility Engineer III.....	\$165
Adv. Mobility Analyst III.....	\$150
Adv. Mobility Engineer II.....	\$135
Adv. Mobility Analyst II.....	\$135
Adv. Mobility Engineer I.....	\$120
Adv. Mobility Analyst I.....	\$120
Transit and Operations Director.....	\$290
Sr. Engineer/ Env. Scientist/Trans. Planner ..	\$235
Engineer/Env. Scientist/Trans. Planner V.....	\$205
Engineer IV/ Env. Scientist/Trans. Planner ...	\$180
Engineer III/ Env. Scientist/Trans. Planner....	\$155
Engineer II/ Env. Scientist/Trans. Planner.....	\$135
Engineer I/ Env. Scientist/Trans. Planner.....	\$120
GIS Manager	\$185
GIS Specialist IV.....	\$170
GIS Specialist III	\$145
GIS Specialist II	\$130
GIS Specialist I	\$120
Lead ITS Specialist	\$210
CADD Manager/Lead Designer	\$225
Sr. Designer/Project Technician	\$200
Designer V/Project Technician V	\$185
Designer IV/Project Technician IV.....	\$170
Designer III/Project Technician III.....	\$135
Designer II/Project Technician II.....	\$115
Designer I/Project Technician I.....	\$105
Sr. Construction Technician	\$210
Construction Technician V.....	\$180
Construction Technician IV	\$150
Construction Technician III.....	\$130
Construction Technician II.....	\$120
Construction Technician I	\$100
Community Engagement Manager	\$160
Community Engagement Specialist.....	\$110

Graphic Design Manager.....	\$175
Graphic Design Specialist V.....	\$170
Graphic Design Specialist IV.....	\$160
Graphic Design Specialist III.....	\$140
Graphic Design Specialist II.....	\$125
Graphic Design Specialist I	\$105
Intern II.....	\$90
Intern I.....	\$75
Marketing Manager	\$175
Marketing Specialist.....	\$130
Sr. Administrative Assistant	\$160
Administrative/Accountant.....	\$105

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
------------------------------	--------------

Travel

Mileage.....	\$0.655/Mile (or current allowable Federal rate)
Truck (Construction)	\$50.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.



LETTER AGREEMENT STANDARD PROVISIONS

A. SERVICES BY THE CONSULTANT

The Consultant agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep the Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

The Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Client, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. RESPONSIBILITIES OF THE CLIENT

The Client shall provide and make available to the Consultant, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant shall remain the property of the Client and will be returned upon completion of its services.

The Client shall make provisions for the Consultant to enter upon public and private properties as required for the Consultant to perform its services hereunder.

C. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the Client. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the Client for the Consultant to proceed with the work. The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, Consultant shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the Consultant is delayed at any time in the progress of work by any act or neglect of the Client or its agents, employees, or contractors, or by changes in the work, or by extended review

by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule shall be extended for a reasonable length of time, and Consultant's compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the Consultant associated with this Project are instruments of service for this Project only and shall remain the property of the Consultant whether the Project is completed or not. The Consultant shall furnish originals or copies of such work product to the Client in accordance with the services required hereunder. Reuse of any of the work product of the Consultant by the Client on an extension of this Project or on any other Project without the written permission of the Consultant shall be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by the Client or by others acting through the Client. Any reuse or adaptation of the Consultant's work product shall entitle the Consultant to equitable compensation.

H. INSURANCE

During the services, the Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below. Upon request, the Consultant shall provide certificates of insurance to the Client indicating compliance with this paragraph.

I. TERMINATION

Either the Client or the Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the Client and the Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the Client's representative and the Consultant Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive

LETTER AGREEMENT STANDARD PROVISIONS

management representatives for the Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the Client and Consultant agree that all such unresolved disputes shall be submitted to nonbinding mediation, then arbitration.

Pending final resolution of the dispute, the Consultant shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the Client and the Client shall continue to pay the undisputed payments due to the Consultant for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. SUCCESSORS AND ASSIGNS

The Client and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing. Either party hereto shall have the right to change its contact address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES

The Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the Consultant, an error or omission is discovered within a reasonable time, the Consultant shall be responsible for correction of any work which must be

removed or altered to meet the Project requirements, provided the Consultant is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself.

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. The Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. INDEMNIFICATION & LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including any reasonable attorney's fees) to the extent caused by the Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's professional liability for the Client's damages to the sum of \$250,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
7/2/2024

COUNCIL MEETING DATE: July 2, 2024		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240115 PK 23(2) Baldwin Fields Fence Replacement award of contract

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice of Bids for the Baldwin Fields Fence Replacement. After review of the bids received, the low, responsive, responsible bidder, Clark Construction Co., Inc. has been recommended for the project.

FISCAL IMPACT: \$147,620.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: BPW 240115 - Baldwin Fields Fence Replacement		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 240115 PK 23(2) Baldwin Fields Fence Replacement		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME:	CIP PROJECT NUMBER: PK24(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7040	ACCOUNT NUMBER: 10-11	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Clark Construction Co., Inc. in the amount of \$134,200.00, plus a 10% contingency of \$13,420.00, for a total project cost of \$147,620.00 for the Baldwin Fields Fence Replacement project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amie Proffitt
[Signature]

CONTRACT

THIS CONTRACT (the Contract) is made and entered into this 2nd day of July 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska (City), and Clark Construction Co, Inc. (Contractor). Whenever used in this Contract, the term (Party) shall mean City or Contractor, individually, and the term (Parties) shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal for Baldwin Fields Fence Replacement – Alternate Bid (BPW 240115) to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term Contract Documents shall mean and include this Contract, and the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work (Work) necessary or appropriate for completion of the **Baldwin Fields Fence Replacement – Alternate Bid** in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term Work shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within fifteen (15) days (Commencement Date) after receiving a Written

Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit AA and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **One-hundred thirty four thousand two hundred** Dollars (\$134,200). Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment (Application for Payment) based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall

constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (Corrective Work), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (Default) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 11 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Permits and Inspections Department for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.
- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes to the Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project

representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue:
Public Works Director
Attn: David Goedeken, PE
1500 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293 3058

If to Contractor:

Clark Construction Co, Inc.
c/o Brandon Clark
Lincoln Fence Contractors
17770 250th Street
Ashland, Nebraska 68003
Phone: (402) 617-6722

- n. City's Project representative shall be the Public Works Director, or his designee.
- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

ATTEST:

BY: _____

TITLE: _____

BIDDER: Lincoln Fence Contractors

Project: City of Bellevue
"BALDWIN FIELDS FENCE REPLACEMENT"

PROPOSAL

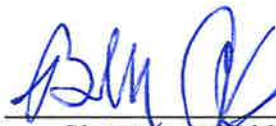
To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "BALDWIN FIELDS FENCE REPLACEMENT" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s)_____ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within the timeframe specified in the bid documents. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 - Project Manager
Signature of Bidder – Title

Brandon Clark
Typed or Printed Name

Lincoln Fence Contractors
Name of Company

1770 25th St
Business Address

Ashland, NE 68003

402-617-6722
Phone Number

BID SCHEDULE

LUMP SUM PRICE

BASE BID: \$ 112,800

ALTERNATE BID: \$ 134,200

BIDDER: Lincoln Fence Contractors

June 27th, 2024

Administrative Report

- NC3 bi-weekly project meeting.
- Meeting with city realtor to review potential tenant for Longo Drive.
- Finalized lease agreement with Blossom Bridge to occupy 2,526 sq ft at Longo Drive.
- Meeting to review and negotiate an extended lease for 6 months with the VA at Longo.
- Discussion with a prospect to lease the VA space plus an additional 5,000 sf after departure.
- Attended Offutt Memorial Day service.
- Attended VFW Memorial Day service at Bellevue Cemetery.
- Met with Cox govt affairs team.
- Met with resident to discuss water issues adjacent to the industrial site.
- Entertainment District meetings.
- Meeting with track and casino developers.
- United Cities Meeting
- Meeting with Wastewater Agency Director
- PHFADA board meeting for NC3 project.
- Meeting with BPD union.
- USC Budget committee meeting.
- Weekly discussions on legislative issues with United Cities.
- Meeting with Mary Hawkins, BU President, on development issues.
- Meeting with Noddle Company representative.
- Meeting with ARM for site specific discussions.
- Downtown streetscape review with Benesch and city project team.
- Individual meeting with several Council members pertaining to city business.
- Meeting with Sarpy Administrators to discuss SDLEA plans.
- Meeting to finalize Library furniture.
- Meeting with Cordia for district energy plan.
- Multiple budget meetings.
- Inland Port meeting.
- EOC meetings for 2024 flood issues.

Permits:

- 943 inspections performed
- 13 new permits for single-family residential dwellings

Planning:

- Had a pre-app meeting with a commercial developer
- Attended a budget meeting
- Preparing the Capital Improvement Plan (CIP)
- Attended Construction Manager at Risk (CMAR) interviews

CITY OF BELLEVUE
ADMINISTRATION REPORT

Code Enforcement

Calls – 244

Notices – 57

Zoning – 7

Clean Ups – 4

Tree Removal – 0

First-Class Notices – 10

Officer Initiated – 29

Towed Vehicles – 0

Red Tags – 3

Library (See Attached)

Fire (See Attached)

Public Works (See Attached)

Finance (See Attached)



We Influence The World!

City of Bellevue Library

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

M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 6/26/2024

- The library is serving as a collection site for the Bellevue Together back-to-school campaign. Patrons are encouraged to donate school supplies through this drive. These donations will be given out to children in need in the Bellevue Public School District. Brochures of supplies that are needed are available at the drop-off location in the library. Bellevue Together hopes to gather all items by July 12.
- The Bellevue Library Advisory Board held their regular monthly meeting on Thursday, June 20 (moved from Wednesday due to the Juneteenth holiday). Among agenda items was a review of the 2024 Adult Library Program (ALP) by Laura Mischke, Head of Adult Services, with Connie Barnard and Kristine Woods, Adult Services staff. Mischke reported that the 2024 program was the most successful recorded, with 803 persons registered. Some 1,552 persons attended one of the 100 events held during ALP. There were 1,240 books read; 272 take-home kits picked up; and 1,074 views on two YouTube videos created as part of the ALP.
- The first month of the 2024 Children's and Young Adult Summer Library Programs (SLPs) is almost complete. The Children's program has included Family Storytime in the Park at Everett Park each Wednesday; a map-making STEAM (Science, Technology, Engineering, Art, and Mathematics) activity; Music & Movement with Sing Omaha; Adventure Play on the Lawn (Field Day, Bubbles, Sidewalk Chalk, Water Play); Kids in the Kitchen (gluten-free pasta and meatball bake); and maker lab (watercolors). Special activities include the third annual Independence Day Mini-Float Parade sponsored by the Daughters of the American Revolution (DAR) and a Discover Fishing event with the Nebraska Games & Parks department. Programs for the Young Adult SLP have included Drop-in Boba Slime; Gamefest; and an Optical Illusion Sand Art event. Both departments have cooperated for two Babysitting Certification courses held with the Nebraska Extension Service and for a Glow-in-the Dark Mini Golf Party (which was attended by over 100 youths and their families). Both SLPs continue through July 31.
- In addition to four take-home kits, the Adult Services department held a Jigsaw Puzzle Competition on June 3, hosted a self-defense class on June 15, held a Makerspace open house on June 17, and conducted two sessions of a candle-making class on June 21.
- The Bellevue Library Foundation met on June 13. Discussion focused on working with the City of Bellevue for a ribbon-cutting/open house for the new library on Longo Drive in late summer or early fall. The board also discussed potential fundraising event ideas to move forward from the current capital campaign for the new library building.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 6/25/2024

A. General Items:

- QA/QI
- Preparing equipment for flooding potential.
- Will be programming al PD radios for new radio talk group.
- Preparing for EMS portion of recruit academy
- Preparing for all paramedic course. Doing training site virtual visit this week
- Dr. Ernest and I meeting with UNMC cardiology this week to discuss transport protocols
- EMS Committee Meeting 7-1-24
- Completed fireworks stand inspections.
-

B. Training:

- Overdose scenarios and Code 99 drills.
- Ketamine power point with Dr. Ernest.
- Physician led webinar, combative patients
- Recruit class started June 17th we are doing a combined new recruit class with the Papillion fire Department PFD). We have 6 recruits, and the PFD has 4 recruits. A PFD captain is assigned to help with the recruit class (PFD)

C. Inspections:

- Under ground tank inspection Quik Trip 1311 Fort Crook Rd.
- Suppression hood plan review Little Caesars 848 Cornhusker Rd.
- Fire alarm plan review 1753 Scarborough Dr.
- Fire alarm acceptance test Bimbo Bakeries 1310 Fort Crook Rd.
- Fire alarm acceptance test Papillion Sanitation Building # 2.
- Fire alarm plan review 1501 Thurston Ave. Bellevue West.
- Fire sprinkler plan review 903 Alberta Ave.
- Fire alarm plan review 3906 Raynor Parkway.





City of Bellevue

Fire Department

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- Building plan review 205 Industrial Rd.
- Fire alarm plan review Harbor Freight Tools 1502 Harlan Dr.
- Fire sprinkler plan review Harbor Freight Tools 1502 Harlan Dr.
- Fire sprinkler plan review 3906 Raynor Parkway.

D. Calls: May 27 – June 24th

Fire – 130

Rescue - 406

E. Ambulance Billing

May 1-31,2024

\$ 329,581.06 in claims were sent to health insurance companies (371 insurance claims).
<\$148,311.48 approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$329,581.06)

=====

\$ 181,269.58 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$146,534.82 deposited into the bank May 1-31, 2024

14,897.40 additional revenue in Credit/Debit/HSA card payments

=====

\$161,432.22 TOTAL May 1-31, 2024 rescue fee revenue

\$302,976.81 This figure represents the total “patient responsibility” balance due for the past 30-180 days.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 5/27/2024 through 6/2/2024

Monday	AM	E1, T21	3 Person	
Monday	PM	E1, E41	3 Person	
Tuesday	AM	T21, E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	T31	3 Person	
Thursday	PM	T31	3 Person	
Friday	AM	Full		
Friday	PM	E41	3 Person	
Saturday	AM	E1, T21, T31, E41	3 Person	No Bat. 2 until 1430 hrs.
Saturday	PM	E1, T21, T31, E41	3 Person	
Sunday	AM	E1, T21, T31, E41	3 Person	
Sunday	PM	T21, E41	3 Person	

Staffing Report from 6/3/2024 through 6/9/2024

Monday	AM	T21, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	T31	3 Person	
Tuesday	PM	T31	3 Person	
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	E1, T21	3 Person	
Thursday	PM	T21	3 Person	
Friday	AM	E1, T21, T31, E41	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	T31, E41	3 Person	





City of Bellevue

Fire Department

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Saturday	PM	Full	
Sunday	AM	E1 3 Person, T31 Closed	
Sunday	PM	E1, T21, T31	3 Person

Staffing Report from 6/10/2024 through 6/16/2024

Monday	AM	E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	E1, T21	3 Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	T21, T31	3 Person	
Friday	PM	Full		
Saturday	AM	T21, T31, E41	3 Person	
Saturday	PM	T21, T31, E41	3 Person	
Sunday	AM	T31 3 Person E41 Closed		No Batt. 2
Sunday	PM	T31 3 Person E41 Closed		

Staffing Report from 6/17/2024 through 6/23/2024

Monday	AM	Full		
Monday	PM	T21	3 Person	
Tuesday	AM	E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	E1, T31, E41	3 Person	
Thursday	AM	E1	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, T31, E41	3 Person	
Friday	PM	T31, E41	3 Person	
Saturday	AM	E1, T31, E41	3 Person	





City of Bellevue

Fire Department

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Saturday	PM	E1, T31, E41	3 Person	
Sunday	AM	E1, T21, T31	3 Person	
Sunday	PM	T21, T31	3 Person	



City of Bellevue

Public Works Department

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

Public Works Director's Report

May 29, 2024

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

Public Works Administration:

- Reviewing Engineering documents for New Library Project.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Finalizing Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, Bids Received
 - 2024 Asphalt Overlay Program, Under Construction
 - Library Rehab. Project ongoing, anticipate completion late summer 2024
 - 2024 Concrete Rehab. Under Construction
 - 2024 CDBG Project, Project Awarded
 - Restroom Restoration
 - Washington Park, Project Awarded
 - Stonecroft Park, Project Awarded
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - 2024 CDBG Project, Project Awarded
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Summer programs underway
- Mowing operations
- Tree Maintenance and Trimming in misc. parks





City of Bellevue

Public Works Department

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

- 2024 Construction projects are awarded and underway
- Trail reconstruction underway in Twin Ridge II Park and College Heights Park
- Pools Open

Street Maintenance:

- Pothole repairs around town
- Reordering sand gravel and salt following winter operation
- ROW mowing has begun
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD
- Concrete and Asphalt repair work

Waste Water:

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library
- Typical maintenance all city facilities



Current Fiscal Year 2023-2024 Financials

The forecast for the year ending September 2024 is expected to have lower-than budgeted expenditures and lower-than budgeted revenues (mostly due to less bonding of capital expenditures. The city will use some of the cash reserves that have built up over the past two years. Here is the forecasted performance through the end of the year:

(In Whole Numbers)

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

		Full Year		
		FYE 2024 Budget	FYE 2024 Forecast	Better / (Worse) Than Budget
Beginning Fund Balances (Cash) 10/1/2023		27,369,100	40,662,959	13,293,859
Revenues	Property Taxes	37,255,139	35,998,178	(1,256,961)
	Sales Taxes	18,105,500	17,657,676	(447,824)
	Occupation/Business Taxes	1,652,033	1,773,102	121,069
	Other Revenues	95,617,420	82,401,746	(13,215,674)
	Total Revenues	152,630,092	137,830,703	(14,799,389)
Total Resources Available		179,999,192	178,493,662	(1,505,530)
Expenditures	Personnel	44,358,694	43,902,393	456,301
	Department Expenditures	28,174,203	27,190,547	983,656
	Capital Expenditures	72,574,000	55,800,009	16,773,991
	Other Expenditures	10,523,195	19,179,373	(8,656,178)
	Total Expenditures	155,630,092	146,072,322	9,557,770
Change in Fund Balance/Cash Reserves		(3,000,000)	(8,241,619)	(5,241,619)
Balance Forward/Cash Reserve		24,369,100	32,421,340	8,052,240

Debt

The city continues to manage its debt. The bonded indebtedness of the City is \$77,135,000, which includes \$11 million for the Water Main Extension which will be recovered over time by connection fees.

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: June Directors Report

DATE: June 27, 2024



- 6/06 – 06/09 – Bellevue Rocks
- 6/11 – SAJE Assessment Meeting – NYU School of Policing
- 6/13 – School of Police Staff and Command panel
- 6/14 – BPOA Negotiations
- 6/18 – City Council
- 6/20 – Center for Evidence-Based Crime Policy Symposium
- 6/24 – 6/27 – EOC Flooding
- 6/24 – Game Changer Award – Abbott
- 6/26 – BPD All Supervisors Meeting