

+++Bellevue City Council Meeting Amended

Tuesday, August 20, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted 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 August 6, 2024 City Council Minutes.
 2. (*) Acknowledge receipt of July 9, 2024 Tree Board Minutes.
 3. (*) Authorize staff to pay claims pertaining to the 2023-2024 Fiscal Year Budget, ending September 30, 2024. (Finance Director)
6. **+++ (*) APPROVAL OF CLAIMS. (Revised Claims List Attached)**
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.
 2. Request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards.
 - b. Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.
 - c. Ordinance. No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4162: Amendment to permit a final maturity date no later than December 15, 2050, on Ordinance No. 4150 - Issuance of Bonds not to exceed \$60,000,000.00 for the Purchase of Land and Construction of the Bellevue City Water Park, which was previously approved on February 6, 2024. (Economic and Community Development Director) (**Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting**)
 - b. Ordinance No. 4163: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; and to provide for an effective date. (Budget Committee)

c. Ordinance No. 4164: Request to annex Tax Lot 11C, located in the Southwest 1/4 of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. (Planning Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution 2024-22: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2024. (City Clerk)

b. Resolution 2024-23: Recommendation to approve the selection of Forvis Mazars LLP to perform audit services for the fiscal years ending 2024 through 2028. (Audit Committee)

16. CURRENT BUSINESS:

a. * Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)

b. Approve and authorize the Mayor to sign the Clinical Affiliation Agreement with School of EMS. (Fire Department)

c. Approve and authorize the Mayor to sign a contract with Heartland Natural Gas to become a commodity supplier for Bellevue City's accounts, in an amount not to exceed \$35,000.00. (Economic and Community Development Director)

d. Approve and authorize the Mayor to sign the Annual Workplace Harassment Training Agreement with Traliant, in an amount not to exceed \$3,495.00. (HR Director)

e. Approve and authorize the Mayor to sign the Agreement with Heimes Corp for Storm Sewer Pipe repair on 25th Street and Chandler Hills, in an amount not to exceed \$117,884.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Agreement with HGM for reconstruction of the box culvert wingwall located at Cary Street and Fort Crook, in an amount not to exceed \$20,000.00. (Public Works Director)

g. Approve final payment application in the amount of \$33,248.46, approve Final Change Order in the amount of \$11,722.63 to account for the contract overrun, and approve project as substantially complete, and accept final project quantities. (Public Works Director)

h. +++ Approve and authorize the Mayor to sign the Professional Services Agreement with Olsson for the Temporary Intersection Control for Fort Crook Road and Childs Road, in an amount not to exceed \$20,698.00. (Public Works Director) **(New Agenda Item)**

i. +++ Approve and authorize the Mayor to sign the Master Agreement for Professional Engineering Services with Olsson for the Bellevue Entertainment District, in an amount not to exceed \$331,550.00. (Public Works Director) **(New Agenda Item)**

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(August Report will be attached to the September 3, 2024 City Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, August 6, 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 August 6, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Walter Hooker, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Casey, to amend the agenda by moving Item 16h. after Item 18a. Roll call vote to approve the amendment was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of July 16, 2024 City Council Minutes; Acknowledge receipt of July 25, 2024 Planning Commission Minutes; and Acknowledge receipt and acceptance of the Election Certificates.

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

APPROVAL OF THE CLAIMS:

Motion was made by Cook, seconded by Burns, to approve the August 6, 2024 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)

Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)

Ordinance No. 4158: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 5007 Platteview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 2

Mr. Dan Doleza, 3552 Farnam Street, Omaha, Erhart Griffin and Associates, was present on behalf of the applicant to answer questions.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held August 20, 2024.

Request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the final vote will be held August 20, 2024.

Request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards.

Mayor Hike stated the final vote will be held August 20, 2024.

Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)

Ordinance No. 4159: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 505 Waldruh Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Mike Larson, 408 Waldruh Drive, requested clarification on the lot lines being adjusted and that there is no impact on his lot.

Mrs. Angela Curry, Assistant Planning Manager, explained to Mr. Larson his lot will not be impacted. She provided a description of the lots being adjusted and replatted. Discussion ensued.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held August 20, 2024.

Request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the final vote will be held August 20, 2024.

Ordinance. No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)

Ordinance No. 4160: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 8301 South 9th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Ms. Carolyn Pospisil, 1207 Kasper Street, was present on behalf of Bellevue Housing Authority to answer questions.

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 3

Councilman Cook mentioned the Bellevue Housing Authority covers all of Sarpy County. Ms. Pospisil replied yes, they have for some time. He clarified the Bellevue Housing Agency passes HUD money through for assistance to landlords. Ms. Pospisil replied correct. Councilman Cook explained then there is the Housing Foundation for Sarpy County which is a separate board. Ms. Pospisil replied yes. Councilman Cook commented if he understands correctly, the Housing Foundation for Sarpy County owns thirty buildings which have forty-six units, eleven townhomes, fourteen duplexes, one four-plex, and seventeen single family homes. In addition to work force homes. Four buildings have six rental units, two single family homes, and two duplexes. Ms. Pospisil replied correct. Councilman Cook requested a general idea of where those are located.

Ms. Pospisil stated to be clear these are two different organizations. The Housing Foundation for Sarpy County is a non-profit organization and that is where the development for everything lies. The Bellevue Housing Authority is a governmental agency, and the City Council approves the board members. The previously mentioned properties are former public housing properties. Except for the work force housing. The properties were transferred from the Housing Authority to the non-profit in 2021. Councilman Cook confirmed they are all located in Bellevue. Ms. Pospisil replied correct.

Councilman Cook referred to the closest school being Forest Station Elementary. He commented he didn't think the children would be able to attend that school. Ms. Pospisil stated they would not. The home school would be Birchcrest Elementary. She explained Birchcrest provides bussing to the students.

Councilman Cook clarified the proposal is to add a seven plex, six with three bedroom and one with two bedrooms with ADA accommodations. The proposal also includes six garages and all seven will have a separate driveway. Ms. Pospisil explained they will be two stories with the garages against them.

Councilman Cook commented the width of the street is not the standard width of a street. There are no curbs or sidewalks. He mentioned in 2013 the Housing Authority requested a zone change then to build duplexes. Ms. Pospisil explained on the lot that is currently vacant was a house built in 1880 which was removed in 2013. In 2014 the adjacent lot was purchased. The duplexes are located there now. At the time there was only enough funding for one set of buildings. Discussion followed.

Councilman Cook advised his concerns is with there being thirty-two bedrooms between the two lots. That's a lot of bedrooms with most likely a lot of kids. There are no sidewalks, the street isn't wide. He questions where the kids will ride bikes and play. He is concerned with the number of units and safety of anyone that lives there.

Ms. Pospisil commented anytime you have a multi-family area you will have more bedrooms than you have square foot of yard. With the cost of housing and how things work right now, it is more conducive to have a higher density and make affordable housing stretch.

Councilman Casey echoed Councilman Cooks concerns. He mentioned when the school was proposed he was against it. He is against the higher density and more bedrooms. He has concerns putting children next to railroad tracks.

Councilman Preister mentioned the school area across Childs is a great area for play. The school's driveway entrance to school is across the street and would be easy to park there. He feels the parking and some of the other issues wouldn't be as difficult as it seems at first. Ms. Pospisil agreed, stating that is what the multi-family is relying on as well, a shared space.

Councilman Preister stated it's a challenge. Unfortunately, a lot of low-income people are put in less desirable areas because that is where affordable land is. Ms. Pospisil clarified this is not a low-income housing but affordable housing. This is for families who make \$30,000 to \$80,000 a year. Conversation ensued.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be held August 20, 2024.

Ordinance No. 4161: Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. (Planning Director) **(Withdrawn by Applicant)**

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public hearing to obtain citizen input on the Community Development Block Grant (CDBG) 2024-2028 Consolidated Plan including the 2024 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 4

Ms. Janneane Gerot, 1229 Millwork Avenue, Suite 101, Omaha, was present on behalf of Habitat for Humanity for Sarpy County. She thanked the Council for considering the application for \$50,000 to perform critical home repairs for low-income families in Bellevue.

Councilman Cook commented the Housing Foundation of Sarpy County is making a recommendation to support the employment of a Development Coordinator to build relationships with potential partners for affordable housing in the City of Bellevue in the amount of \$40,000. The committee's recommendation is to fund the full \$40,000. He wants to thank the committee.

Councilman Preister commented there were numerous comments received from citizens on affordable childcare. He mentioned there is certainly a need for that in the city.

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.

Approve and authorize the Mayor to sign the 2024-2028 Consolidated Plan and 2024 Action Plan including Resolution No. 2024-19 adopting the 2024-2028 Consolidated Plan and 2024 Action Plan including proposed funding recommendation for FY 2024-2025, Application for Federal Assistance SF-424/424D, and the CDBG Entitlement Certifications and authorize the Mayor to submit the plans to the U.S. Department of Housing and Urban Development. (Finance Director/CDBG Program Specialist)

Motion made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the 2024-2028 Consolidated Plan and 2024 Action Plan including Resolution No. 2024-19 adopting the 2024-2028 Consolidated Plan and 2024 Action Plan including proposed funding recommendation for FY 2024-2025, Application for Federal Assistance SF-424/424D, and the CDBG Entitlement Certifications and authorize the Mayor to submit the plans to the U.S. Department of Housing and Urban Development.

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. 2024-18: Approve and authorize the Mayor to sign the Amended Management Services Agreement with ARM. (Finance Director)

Motion made by Cook, seconded by Preister, to approve to Resolution No. 2024-18: Approve and authorize the Mayor to sign the Amended Management Services Agreement with ARM. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2024-20: Authorizing the Mayor to sign an Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Preliminary Engineering Services Agreement with JEO Consulting Group, in an amount not to exceed \$110,000.00 and authorize the Mayor to sign. (Public Works Director)

Motion made by Welch, seconded by Casey, to approve Resolution No. 2024-20: Authorizing the Mayor to sign an Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Preliminary Engineering Services Agreement with JEO Consulting Group, in an amount not to exceed \$110,000.00 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 CDBG subrecipient agreement with the Bellevue Volunteer Fire Department for the Facility Upgrade Project II, in an amount not to exceed \$40,069.00. (Finance Director/CDBG)

Motion made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Bellevue Volunteer Fire Department for the Facility Upgrade Project II, in an amount not to exceed \$40,069.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road for two years ending April 30, 2026. (City Administrator)

Motion made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road for two years ending April 30, 2026. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 5

Approve final payment application in the amount of \$412,373.34, approve Final Change Order in the amount of \$183,482.68, and approve project as substantially complete, and accept final project quantities for 2021 New South Lift Station, Brown River Lift Station Improvement and Force Main Project. (Public Works Director)

Motion made by Burns, seconded by Welch, to approve final payment application in the amount of \$412,373.34, approve Final Change Order in the amount of \$183,482.68, and approve project as substantially complete, and accept final project quantities for 2021 New South Lift Station, Brown River Lift Station Improvement and Force Main Project. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive with Chuck Headley. (Public Works Director)

Motion made by Cook, seconded by Casey, to approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive with Chuck Headley. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of a new eXMark Lazer 60" mower for Parks Department, not to exceed the amount of \$11,000.00. (Public Works Director)

Motion made by Casey, seconded by Welch, to approve the purchase of a new eXMark Lazer 60" mower for Parks Department, not to exceed the amount of \$11,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with included documentation with MCL Construction as Construction Manager at Risk for the Bellevue City Water Park, in an amount not to exceed \$4,501,238.00. (Economic and Community Development Director)

Motion made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Proposal with included documentation with MCL Construction as Construction Manager at Risk for the Bellevue City Water Park, in an amount not to exceed \$4,501,238.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street and authorize the Mayor to sign. (City Clerk)

Motion made by Cook, seconded by McCaw, to approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (July report will be attached to the August 6th Council Packet)

Councilman Preister requested an update on Premier Sports Village. Mr. Jim Ristow, City Administrator, mentioned there was a discussion with Premier to purchase the property. They had a deadline, however, did not meet the deadline. There is a potential purchaser to purchase 62 acres adjacent. They would like to purchase 100 acres. If Premier doesn't come through with the financing to purchase, the city may end up selling to another party. Conversation ensued.

CLOSED SESSION:

Discussion of proposed settlement of claims brought by former City employee, Alicia Robbins. (Legal)

Councilman Cook stated Mayor Hike and Mr. Jim Ristow left the Council Chambers at 6:44 p.m.

Motion was made by Casey, seconded by Welch, to move that the City Council go into closed session for discussion of proposed settlement of claims brought by former City employee. The following individuals will be included in the session: Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, Kathy Welch, Aimee Bataillon, and Daniel Willis.

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 6

Councilman Cook stated it is now 6:46 p.m. and we will be going into closed session which will take place here in the Council Chambers.

Councilman Cook stated it is now 7:09 p.m. There was a motion by Welch, seconded by Preister, to come out of closed session and reconvene back into open session. 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.

Action on and notice of settlement of claim by former City employee, Alicia Robbins.

Motion was made by Casey, seconded by McCaw, to accept the settlement terms and amount discussed. 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.

Council President Cook stated Nebraska law requires the City to maintain a public record of all settled claims and this agenda item is intended to satisfy that requirement, Alicia Robbins filed a claim against the City. The City agreed to settle the claim in exchange for Ms. Robbins' agreement to release the City from all liability related to her claim. The City settled the claim for \$49,000.00 to avoid the cost and time associated with litigation and expressly denies any wrongdoing.

Councilman Cook stated Mayor Hike and Mr. Jim Ristow returned to the Council Chambers at 7:11 p.m.

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Casey, seconded by Welch, the meeting adjourned at 7:11 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, 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 August 6, 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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 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 August 6, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Walter Hooker, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Casey, to amend the agenda by moving Item 16h. after Item 18a. Roll call vote to approve the amendment was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of July 16, 2024 City Council Minutes; Acknowledge receipt of July 25, 2024 Planning Commission Minutes; and Acknowledge receipt and acceptance of the Election Certificates.

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

APPROVAL OF THE CLAIMS:

Motion was made by Cook, seconded by Burns, to approve the August 6, 2024 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)

Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)

Ordinance No. 4158: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 5007 Platteview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 2

Mr. Dan Doleza, 3552 Farnam Street, Omaha, Erhart Griffin and Associates, was present on behalf of the applicant to answer questions.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held August 20, 2024.

Request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the final vote will be held August 20, 2024.

Request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards.

Mayor Hike stated the final vote will be held August 20, 2024.

Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)

Ordinance No. 4159: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 505 Waldruh Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Mike Larson, 408 Waldruh Drive, requested clarification on the lot lines being adjusted and that there is no impact on his lot.

Mrs. Angela Curry, Assistant Planning Manager, explained to Mr. Larson his lot will not be impacted. She provided a description of the lots being adjusted and replatted. Discussion ensued.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held August 20, 2024.

Request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the final vote will be held August 20, 2024.

Ordinance No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)

Ordinance No. 4160: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 8301 South 9th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Ms. Carolyn Pospisil, 1207 Kasper Street, was present on behalf of Bellevue Housing Authority to answer questions.

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 3

Councilman Cook mentioned the Bellevue Housing Authority covers all of Sarpy County. Ms. Pospisil replied yes, they have for some time. He clarified the Bellevue Housing Agency passes HUD money through for assistance to landlords. Ms. Pospisil replied correct. Councilman Cook explained then there is the Housing Foundation for Sarpy County which is a separate board. Ms. Pospisil replied yes. Councilman Cook commented if he understands correctly, the Housing Foundation for Sarpy County owns thirty buildings which have forty-six units, eleven townhomes, fourteen duplexes, one four-plex, and seventeen single family homes. In addition to work force homes. Four buildings have six rental units, two single family homes, and two duplexes. Ms. Pospisil replied correct. Councilman Cook requested a general idea of where those are located.

Ms. Pospisil stated to be clear these are two different organizations. The Housing Foundation for Sarpy County is a non-profit organization and that is where the development for everything lies. The Bellevue Housing Authority is a governmental agency, and the City Council approves the board members. The previously mentioned properties are former public housing properties. Except for the work force housing. The properties were transferred from the Housing Authority to the non-profit in 2021. Councilman Cook confirmed they are all located in Bellevue. Ms. Pospisil replied correct.

Councilman Cook referred to the closest school being Forest Station Elementary. He commented he didn't think the children would be able to attend that school. Ms. Pospisil stated they would not. The home school would be Birchcrest Elementary. She explained Birchcrest provides bussing to the students.

Councilman Cook clarified the proposal is to add a seven plex, six with three bedroom and one with two bedrooms with ADA accommodations. The proposal also includes six garages and all seven will have a separate driveway. Ms. Pospisil explained they will be two stories with the garages against them.

Councilman Cook commented the width of the street is not the standard width of a street. There are no curbs or sidewalks. He mentioned in 2013 the Housing Authority requested a zone change then to build duplexes. Ms. Pospisil explained on the lot that is currently vacant was a house built in 1880 which was removed in 2013. In 2014 the adjacent lot was purchased. The duplexes are located there now. At the time there was only enough funding for one set of buildings. Discussion followed.

Councilman Cook advised his concerns is with there being thirty-two bedrooms between the two lots. That's a lot of bedrooms with most likely a lot of kids. There are no sidewalks, the street isn't wide. He questions where the kids will ride bikes and play. He is concerned with the number of units and safety of anyone that lives there.

Ms. Pospisil commented anytime you have a multi-family area you will have more bedrooms than you have square foot of yard. With the cost of housing and how things work right now, it is more conducive to have a higher density and make affordable housing stretch.

Councilman Casey echoed Councilman Cooks concerns. He mentioned when the school was proposed he was against it. He is against the higher density and more bedrooms. He has concerns putting children next to railroad tracks.

Councilman Preister mentioned the school area across Childs is a great area for play. The school's driveway entrance to school is across the street and would be easy to park there. He feels the parking and some of the other issues wouldn't be as difficult as it seems at first. Ms. Pospisil agreed, stating that is what the multi-family is relying on as well, a shared space.

Councilman Preister stated it's a challenge. Unfortunately, a lot of low-income people are put in less desirable areas because that is where affordable land is. Ms. Pospisil clarified this is not a low-income housing but affordable housing. This is for families who make \$30,000 to \$80,000 a year. Conversation ensued.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be held August 20, 2024.

Ordinance No. 4161: Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. (Planning Director) (Withdrawn by Applicant)

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public hearing to obtain citizen input on the Community Development Block Grant (CDBG) 2024-2028 Consolidated Plan including the 2024 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 4

Ms. Janneane Gerot, 1229 Millwork Avenue, Suite 101, Omaha, was present on behalf of Habitat for Humanity for Sarpy County. She thanked the Council for considering the application for \$50,000 to perform critical home repairs for low-income families in Bellevue.

Councilman Cook commented the Housing Foundation of Sarpy County is making a recommendation to support the employment of a Development Coordinator to build relationships with potential partners for affordable housing in the City of Bellevue in the amount of \$40,000. The committee's recommendation is to fund the full \$40,000. He wants to thank the committee.

Councilman Preister commented there were numerous comments received from citizens on affordable childcare. He mentioned there is certainly a need for that in the city.

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.

Approve and authorize the Mayor to sign the 2024-2028 Consolidated Plan and 2024 Action Plan including Resolution No. 2024-19 adopting the 2024-2028 Consolidated Plan and 2024 Action Plan including proposed funding recommendation for FY 2024-2025, Application for Federal Assistance SF-424/424D, and the CDBG Entitlement Certifications and authorize the Mayor to submit the plans to the U.S. Department of Housing and Urban Development. (Finance Director/CDBG Program Specialist)

Motion made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the 2024-2028 Consolidated Plan and 2024 Action Plan including Resolution No. 2024-19 adopting the 2024-2028 Consolidated Plan and 2024 Action Plan including proposed funding recommendation for FY 2024-2025, Application for Federal Assistance SF-424/424D, and the CDBG Entitlement Certifications and authorize the Mayor to submit the plans to the U.S. Department of Housing and Urban Development.

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. 2024-18: Approve and authorize the Mayor to sign the Amended Management Services Agreement with ARM. (Finance Director)

Motion made by Cook, seconded by Preister, to approve to Resolution No. 2024-18: Approve and authorize the Mayor to sign the Amended Management Services Agreement with ARM. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2024-20: Authorizing the Mayor to sign an Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Preliminary Engineering Services Agreement with JEO Consulting Group, in an amount not to exceed \$110,000.00 and authorize the Mayor to sign. (Public Works Director)

Motion made by Welch, seconded by Casey, to approve Resolution No. 2024-20: Authorizing the Mayor to sign an Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Preliminary Engineering Services Agreement with JEO Consulting Group, in an amount not to exceed \$110,000.00 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 CDBG subrecipient agreement with the Bellevue Volunteer Fire Department for the Facility Upgrade Project II, in an amount not to exceed \$40,069.00. (Finance Director/CDBG)

Motion made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Bellevue Volunteer Fire Department for the Facility Upgrade Project II, in an amount not to exceed \$40,069.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road for two years ending April 30, 2026. (City Administrator)

Motion made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road for two years ending April 30, 2026. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 5

Approve final payment application in the amount of \$412,373.34, approve Final Change Order in the amount of \$183,482.68, and approve project as substantially complete, and accept final project quantities for 2021 New South Lift Station, Brown River Lift Station Improvement and Force Main Project. (Public Works Director)

Motion made by Burns, seconded by Welch, to approve final payment application in the amount of \$412,373.34, approve Final Change Order in the amount of \$183,482.68, and approve project as substantially complete, and accept final project quantities for 2021 New South Lift Station, Brown River Lift Station Improvement and Force Main Project. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive with Chuck Headley. (Public Works Director)

Motion made by Cook, seconded by Casey, to approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive with Chuck Headley. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of a new eXMark Lazer 60" mower for Parks Department, not to exceed the amount of \$11,000.00. (Public Works Director)

Motion made by Casey, seconded by Welch, to approve the purchase of a new eXMark Lazer 60" mower for Parks Department, not to exceed the amount of \$11,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with included documentation with MCL Construction as Construction Manager at Risk for the Bellevue City Water Park, in an amount not to exceed \$4,501,238.00. (Economic and Community Development Director)

Motion made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Proposal with included documentation with MCL Construction as Construction Manager at Risk for the Bellevue City Water Park, in an amount not to exceed \$4,501,238.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street and authorize the Mayor to sign. (City Clerk)

Motion made by Cook, seconded by McCaw, to approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (July report will be attached to the August 6th Council Packet)

Councilman Preister requested an update on Premier Sports Village. Mr. Jim Ristow, City Administrator, mentioned there was a discussion with Premier to purchase the property. They had a deadline, however, did not meet the deadline. There is a potential purchaser to purchase 62 acres adjacent. They would like to purchase 100 acres. If Premier doesn't come through with the financing to purchase, the city may end up selling to another party. Conversation ensued.

CLOSED SESSION:

Discussion of proposed settlement of claims brought by former City employee, Alicia Robbins. (Legal)

Councilman Cook stated Mayor Hike and Mr. Jim Ristow left the Council Chambers at 6:44 p.m.

Motion was made by Casey, seconded by Welch, to move that the City Council go into closed session for discussion of proposed settlement of claims brought by former City employee. The following individuals will be included in the session: Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, Kathy Welch, Aimee Bataillon, and Daniel Willis.

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

MINUTE RECORD

Bellevue City Council Meeting, August 6, 2024, Page 6

Councilman Cook stated it is now 6:46 p.m. and we will be going into closed session which will take place here in the Council Chambers.

Councilman Cook stated it is now 7:09 p.m. There was a motion by Welch, seconded by Preister, to come out of closed session and reconvene back into open session. 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.

Action on and notice of settlement of claim by former City employee, Alicia Robbins.

Motion was made by Casey, seconded by McCaw, to accept the settlement terms and amount discussed. 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.

Council President Cook stated Nebraska law requires the City to maintain a public record of all settled claims and this agenda item is intended to satisfy that requirement, Alicia Robbins filed a claim against the City. The City agreed to settle the claim in exchange for Ms. Robbins' agreement to release the City from all liability related to her claim. The City settled the claim for \$49,000.00 to avoid the cost and time associated with litigation and expressly denies any wrongdoing.

Councilman Cook stated Mayor Hike and Mr. Jim Ristow returned to the Council Chambers at 7:11 p.m.

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Casey, seconded by Welch, the meeting adjourned at 7:11 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, 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 August 6, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk



City of Bellevue

July 9, 2024. Tree Board meeting minutes

A tour of the Eastern Nebraska Veterans Home's various gardens conducted by Master Gardeners was completed at the beginning of our July meeting. These included the Purple Heart Garden, several rain gardens, sedge gardens along with the pollinator and vegetable gardens. We then adjourned to the conference room to hold our regular meeting with an adjusted agenda.

Attendance: Jo Langabee, Don Preister, Scott Evans, Tom Mruz, Nancy Scott, Kathy Radosta, and Deborah Woracek were present at our meeting. Matt Bauman, Administrator of the Eastern Nebraska Veterans Home, was a guest at the meeting. Excused was Rob Clatterbuck.

Jo reminded all to turn in their volunteer time and mileage to Deborah. Deborah had a hard copy of the hours and miles file available for people to update their contributions. She reminded all that she will add the hours and refigure miles for today's meeting.

Scott made a motion to approve the minutes of the June 11, 2024, meeting. Nancy seconded the motion. All approved of the June minutes. **Deborah will send them to Shirley Harbin, the Deputy City Clerk, to be filed.**

Old Business

Bellevue 411 – articles: Scott requested ideas for some articles. Nancy suggested he write about the proper pruning of dead parts of trees, Deborah suggested he discuss how we had a wet spring and how it takes different care than from the recent drought years to keep the trees healthy. Also mentioned by several members was to have an article on the benefits of rain gardens, rain barrels, etc. **Scott agreed to work on these articles.**

Don offered to assist Matt Bauman with grants for the home for future plantings, watering options, and other projects. Nancy told Mr. Bauman about the State-wide Arboretum's grant that is available for free trees for organizations.

New Business:

Arrows to Aerospace Parade: The parade will be held on August 17th. Don will send in the application for us to march with Green Bellevue this afternoon. He did obtain another large Earth ball to roll along the route. He reported that we already have both the Bellevue Tree Board Tree City USA Banner and a Green Bellevue banner carry. He asked for volunteers to march. Jo has a prior commitment for that weekend.

Jo stated she will work on updating the tree inventory in September. Don reminded the Board that we received the Tree City USA Growth Award. Scott has not heard of any dates for the awards ceremony.

There being no further business, Scott and Tom moved and seconded that we adjourn the meeting. All present approved. Our next Tree Board meeting will be August 13, 2024, at 9am in the conference room in the city building.

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

Tentative Agenda for August 13, 2024

Attendance

Volunteer Hours to Deborah

Approve Minutes of July 9th meeting

Parks Report – Jim:

Tree watering:

Old Business

Bellevue 411 – articles

Tree inventory

Arrows to Aerospace Parade

Meeting date to brainstorm winter projects ideas/needs.

Tree festival update

New Business

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9/26/2024		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Authorize staff to pay claims that pertain to the FYE2024 budget year.

SYNOPSIS/BACKGROUND:

To authorize finance to pay bill that are received after the last Council meeting but prior to September 30th for goods that have been received and services that been rendered. The paid bills ("claims") will be on the October 3rd agenda for final approval.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize staff to pay claims that pertain to the FYE2024 budget year.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



MINUTE RECORD

*6.
8/20/2024

CLAIMS FOR AUGUST 20, 2024 - ***REVISED***

PAGE 1

MAYOR

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	13.03
		<u>\$ 59.42</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	92.78
CAPITAL BUSINESS SYSTEMS, INC	2024/06/20-07/19 COPIER EXPENSE	337.89
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	25.21
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	3,780.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	29.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	83.31
		<u>\$ 4,439.84</u>

LEGAL

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	125.39
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	25.64
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	3,775.93
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	15.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	33.71
		<u>\$ 4,067.09</u>

CABLE ADVISORY

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	8.69
COX BUSINESS SERVICES	2024/07/19-08/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	4,248.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	26.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	36.01
		<u>\$ 4,435.72</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2024/06/26-07/25 COPIER EXPENSE	140.87
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	13.03
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	2,303.37
NEBRASKA MUNICIPAL CLERKS ASSOCIATION	2024/10/01-2025/09/30 MEMBERSHIP DUES, KLUTHE, HARBIN	200.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	26.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	36.27
SHIRLEY ARMSTRONG	REFUND OVERPAYMENT FOR DEMOLITION	200.00
		<u>\$ 2,980.24</u>

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	144.21
CAPITAL BUSINESS SYSTEMS, INC	2024/06/21-07/20 PRINTER EXPENSE	15.25
CAPITAL BUSINESS SYSTEMS, INC	2024/06/20-07/19 COPIER EXPENSE	225.11
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	63.14
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	6,079.30
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	155.68
		<u>\$ 7,049.91</u>

MINUTE RECORD

CLAIMS FOR AUGUST 20, 2024 - ***REVISED***

PAGE 2

LIBRARY

BIBLIOTHECA, LLC	RFID WORKSTATIONS 9170023, 9170025 , 9170009,	3,780.00
CAPITAL BUSINESS SYSTEMS, INC	2024/05/24-2025/05/23 PAPER CUT KIOSK ANNUAL	765.20
CAPITAL BUSINESS SYSTEMS, INC	2024/06/30-07/30 COPIER EXPENSE	448.55
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	681.07
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	43.43
DELL MARKETING L.P.	COMPUTERS FOR LIBRARY (9)	11,790.00
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	8,377.72
INGRAM LIBRARY SERVICES	BOOKS	2,379.78
MATRIX BUSINESS SYSTEMS INC	2024/07/31M COPIER EXPENSE	20.50
MICHELLE BULLOCK	REIMB PROGRAM SUPPLIES	262.26
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	1,894.64
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	87.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	118.84
RUFF WATERS	AQUARIUM MAINTENANCE	75.00
SCOTT WELCH	2024/08/31M MONTHLY WEB HOSTING	125.00
VERIZON WIRELESS	2024/07/17-08/16 MONTHLY SERVICE	200.05
		<u>\$ 31,291.25</u>

ADMINISTRATIVE SERVICES

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	139.17
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	TABLE FEE FOR CAREER FAIR	150.00
BENEFIT PLANS	2024/06/30Q BASE FEE, PARTICIPANT FEE	1,096.25
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	60.70
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	12,504.45
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
INTEGRATED CARE, LLC	2024/07/31M RANDON DRUG & PHYSICAL TESTING	720.00
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	316.28
ONE SOURCE	2024/07/01-08/01 BACKGROUND CHECKS	179.50
PRECISE MRM LLC	2024/06/30M FLAT DATA PLAN	69.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	302.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	96.85
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	130.31
UNITED STATES TREASURY	47-6006099 FORM 720 2021 Q2	694.26
UNITED STATES TREASURY	47-6006099 FORM 720 2022 Q2	772.83
		<u>\$ 17,262.00</u>

CODE ENFORCEMENT

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	432.15
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	25.53
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	8,034.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	65.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	82.30
		<u>\$ 8,820.83</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE INSTALLATION 2024/07/01-	5,745.55
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	432.15
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	52.12
CROWNE PLAZA HOTEL	LODGING FOR CONFERENCE-ADEKUNLE, GOEDEKEN,	509.85

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PUBLIC WORKS (cont'd)

EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	7,556.81
JEO CONSULTING GROUP, INC	BPW-230510 ASST W/PCSMP REVIEWS THRU	2,422.50
MATRIX BUSINESS SYSTEMS INC	2024/07/30M COPIER EXPENSE	259.15
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL, UNLEADED FUEL FOR CITY TANKS	5,476.76
ONE CALL CONCEPTS	2024/07/31M LOCATES	808.46
ONE CALL CONCEPTS	2024/07/31M LOCATES	408.14
PILGRIM LANDING GARDEN CLUB	REIMB FOR MATERIALS-ROW MAINTENANCE	566.15
PRECISE MRM LLC	2024/06/30M FLAT DATA PLAN	46.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	90.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	125.89
		<u>\$ 24,712.11</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/07/30 MOWING	1,093.35
ALEXANDER LAWN & LANDSCAPE, INC	2024/07/23 MOWING	1,093.35
ALEXANDER LAWN & LANDSCAPE, INC	2024/08/06 MOWING	1,093.35
A-RELIEF SERVICES	2024/06/27-07/24 PORTABLE RESTROOMS	578.50
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	86.43
BEST CUT LAWN CARE	RETAINING WALL-REED CENTER	47,134.00
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	39.09
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 TRAIL RENOVATION THRU 2024/08/10	33,248.46
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	8,663.50
HUGHES MULCH PRODUCTS	MULCH-ASPEN PARK	2,200.00
HUGHES TREE SERVICE	TREE REMOVAL 2602 RAHN BLVD	1,600.00
HUGHES TREE SERVICE	TREE REMOVAL 2012 BETZ RD	16,500.00
METROPOLITAN UTILITIES DIST	2024/06/11-07/10 MONTHLY SERVICE	160.18
METROPOLITAN UTILITIES DIST	IMPACT FEE, INSTALL METER-2495 LYNNWOOD- STONECROFT RESTROOM	2,901.00
MIDWEST DCM, INC	BPW-240105 STONECROFT RESTROOM THRU	82,692.00
ODEYS FIELD EXPERTS	LINESTRIPE PAINT WHITE	655.00
OMAHA PUBLIC POWER DISTRICT	2024/05/31-07/02 MONTHLY SERVICE	85.11
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	3,225.88
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	41.89
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	499.03
OMAHA PUBLIC POWER DISTRICT	2024/07/26 MONTHLY SERVICE	64.83
PRECISE MRM LLC	2024/06/31M FLAT DATA PLAN	299.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	464.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	83.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	106.62
		<u>\$ 204,608.10</u>

RECREATION

AQUA-CHEM	CHEMICALS FOR POOLS	2,049.50
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	92.78
B&D DIAMOND PRO	MARKING DUST FOR FIELDS	78.00
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	54.88
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	2,768.64
JESSE OWENS	REFUND POOL RENTAL DEPOSIT	190.00
OMAHA PUBLIC POWER DISTRICT	2024/05/31-07/02 MONTHLY SERVICE	57.95
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	1,888.03
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	1,799.19
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	42.71
PRECISE MRM LLC	2024/06/30M FLAT DATA PLAN	92.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	27.95
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	41.19
		<u>\$ 9,243.30</u>

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FACILITY MAINTENANCE

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	139.17
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,077.56
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	4.34
CERTAPRO PAINTERS	EXTERIOR PAINTING-FIRE TRAINING TOWER	10,520.22
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	13,282.74
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION-CITY BLDGS	890.50
GALVIN GLASS	SUCTION TO STRAIGHTEN WINDOW GLASS-LIBRARY	90.00
HD SUPPLY formerly Home Depot Pro	CREDIT-JANITORIAL SUPPLIES	(34.44)
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	144.53
MIDWEST DCM, INC	BPW-240112 WASHINGTON PK RESTROOM THRU	84,123.00
MIDWEST MUDJACKING	FILL, STABILIZE PARKING LOT FILL HOLES, MUDJACKING-	1,470.00
MMC MECHANICAL CONTRACTORS, INC	HP DOWN DUE TO CONDENSATION-PLANNING	1,375.00
MMC MECHANICAL CONTRACTORS, INC	ERV NOT WORKING-1510 WALL ST	3,234.25
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	1,718.45
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	395.07
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	45.16
OVERHEAD DOOR CO OF OMAHA	INSTALL MASTER LINK IN DRIVE GEAR-DIST 2	127.00
PRECISE MRM LLC	2024/06/30 FLAT DATA PLAN	138.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	272.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	87.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	111.60
ROCHESTER MIDLAND CORPORATION	2024/08/31M WATER ENERGY TEAM FIXED BILLING	345.00
THIELE GEOTECH	BPW-240112 INSPECTION-WASHINGTON PK	842.00
TK ELEVATOR CORPORATION	2024/08/31M ELEVATOR MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	2024/07/30 FILTERS, BELT, PAN TABLETS-LIBRARY	725.22
TRICO MECHANICAL SERVICES	2024/07/24 A/C MAINTENANCE 1410 WALL ST	492.24
		\$ 122,184.67

CEMETERY

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2024/07/22-08/21 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	2,942.85
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	313.03
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	28.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	36.91
		\$ 3,554.65

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART DESIGN 2024/07/01-07/28	5,760.00
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/07/01-	18,256.96
ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BUILDING THRU 2024/07/31	10,501.20
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	231.95
AVERY RENTS	PROPANE FOR TACK, TAR MACHINES	48.48
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	39.09
CONCRETE SUPPLY, INC	CONCRETE	882.25
DREF'S TREE SERVICE	CUT DOWN DEAD ELM TREE-2101 POWER DR	1,600.00
EARNEST CONSTRUCTION GROUP, INC	BPW-240102 CONCRETE PROJECT THRU 2024/08/03	42,212.18
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	42,679.90
IA/NE CONCRETE PRODUCTS	CONCRETE	2,750.00
MARTIN ASPHALT	BULK ASPHALT TACK	452.00
METROPOLITAN UTILITIES DIST	IMPACT FEE-8252 CEDAR ISLAND	2,728.00
MICHAEL TODD INDUSTRIAL SUPPLY	V-LOC FOR U-CHANNEL POSTS, ADAPTERS	3,890.75

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STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2024/05/31-07/02 MONTHLY SERVICE	112.19
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	260.24
OMAHA PUBLIC POWER DISTRICT	2024/06/19-07/22 MONTHLY SERVICE	353.80
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	44.04
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	787.78
OMAHA PUBLIC POWER DISTRICT	2024/06/27-07/30 MONTHLY SERVICE	91,510.99
OMAHA PUBLIC POWER DISTRICT	2024/07/26 MONTHLY SERVICE	12,198.75
OMNI ENGINEERING	ASPHALT	3,188.28
PRECISE MRM LLC	2024/06/31M FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	10,616.38
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	1,018.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	326.56
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	430.30
SWAIN CONSTRUCTION, INC	BPW-240102 CONCRETE PROJECT THRU 2024/08/03	64,971.78
THE SCHEMMER ASSOCIATES	BPW-240201 RECONSTRUCTION FONTENELLE	18,682.69
TOPKOTE INC	BPW-240104 CHIP SEAL PROJECTS THRU 2024/08/02	108,999.91
WESTERN ENGINEERING CO	BPW-240103 CITY OVERLAY PROJECTS THRU	130,578.25
		<u>\$ 577,332.18</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	ION T-SERIES LIGHTS, UTILITY LIGHT	3,637.44
ADVANCE AUTO PARTS	AC PRESSURE SWITCH	17.54
ADVANCE AUTO PARTS	CREDIT-AC PRESSURE SWITCH	(17.54)
ARNOLD MOTOR SUPPLY, LLC	WHITE PAINT MARKER, CLAMPS, GEAR OIL, HUB	376.78
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	46.39
AUTOMOTIVE WAREHOUSE DIST, INC	DAYCO PARTS, KURT PARTS, RAYBESTOS	2,619.68
	THREADLOCKER, EXHAUST PARTS, BALDWIN PARTS,	
AUTOZONE, INC	BLOCK TEST FLUID	9.90
BAUER BUILT TIRE & SERVICE	FLAT REPAIR, TIRES	2,835.51
CAPITAL BUSINESS SYSTEMS, INC	2024/06/20-07/19 COPIER EXPENSE	28.42
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	30.40
CLAYS PUMP & EQUIPMENT CO	LIFT REPAIR-FLEET	505.00
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	20,294.85
FACTORY MOTOR PARTS CO	SPARKPLUGS, FAN ASSEMBLY, SWITCH	210.03
GALVIN GLASS	REPAIR WINDSHIELD-PO128, PO614, PO801, PO629	1,125.22
GRAINGER	COATED GLOVES	17.67
IDENTIFIX INC	2024/09/28-2025/09/28 GOVERNMENT	1,428.00
MILLARD METAL SERVICES	STEEL ROUND TUBE	225.00
NAPA AUTO PARTS	BULK TRAILER WIRE, FILTERS, VALVE, CORE, RESISTORS,	2,951.03
	GLOVES, TORQUE SOCKET, DISC PADS, V-BELTS	
NEBRASKA IOWA INDUSTRIAL	DRILL BITS, CARRIAGE BOLTS, LOCK NUTS,	387.52
FASTENERS, INC	CONNECTORS, LYNCH PINS	
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	1,071.58
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	483.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	173.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	238.21
SEXTON AUTO BRAKE AND CLUTCH	RELIN BRAKE SHOES FOR SPARTAN FIRE TRUCKS	736.78
TOYNE, INC	ENGINE COOLER AND MOUNT-ENG 21	2,457.25
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS RENTAL	148.75
WOODHOUSE FORD-CHRYSLER	LATCH	9.44
		<u>\$ 42,048.49</u>

SOLID WASTE

PAPILLION SANITATION	2024/07/02-07/09 GLASS RECYCLING	370.71
PAPILLION SANITATION	2024/07/16-07/23 GLASS RECYCLING	249.84
PAPILLION SANITATION	2024/07/16-07/23 GLASS RECYCLING	126.93
		<u>\$ 747.48</u>

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PLANNING

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	13.03
COLUMN SOFTWARE, PBC	LEGAL AD	13.29
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	2,950.07
OLSSON ASSOCIATES	NE COMP PLAN & LONG RANGE TRANSPORT THRU 2024/07/06	9,310.87
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	37.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	54.61
		<hr/>
		\$ 12,516.66

PERMITS & INSPECTIONS

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	278.34
BELLEVUE PRINTING COMPANY	SEWER LOCATION CARDS FOR INSPECTION	111.50
CAPITAL BUSINESS SYSTEMS, INC	2024/06/18-07/17 COPIER EXPENSE	141.55
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	21.72
CORNHUSKER AUTO WASH	2024/07/31M CAR WASHES	46.73
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	11,685.81
INDOFF, INC	COPY PAPER	183.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	82.11
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	112.18
		<hr/>
		\$ 12,875.58

POLICE

EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	165,492.53
911 CUSTOM, LLC	FULL BUMPER, LED DUO LIGHTS	546.77
ABM SUPPLY	BALLISTIC HELMET & COMMS HEADSET	1,010.00
AMAZON WEB SERVICES, INC	2024/07/31M AMAZON WEB SERVICES	945.51
A-RELIEF SERVICES	2024/06/28-07/25 PORTABLE RESTROOMS-RANGE	136.00
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	6,496.73
ATHLETICO PHYSICAL THERAPY	2024/07/24-29 POST OFFER SCREENING	150.00
AUTO BODY AUTHORITY	TOW CHARGE FORD EXPLORER 35512	100.00
AUTO BODY AUTHORITY	CRUISER REPAIR-UNIT 713, UNIT 606	1,055.00
AVERY L LOSCHEN	2024/09/30M RENT FOR K9 BUILDING	1,300.00
BENEFIT PLANS	2024/08/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	2024/06/17-07/16 COPIER EXPENSE	19.28
CELLEBRITE USA CORP	2024/09/07-2025/11/09 EXTRACTION/ANALYZER	34,838.63
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	372.17
CHRYSLER CAPITAL	USPIS VEHICLE LEASE	731.68
CONNER PSYCHOLOGICAL SERVICES PC	2024/06/24 WELLNESS CHECK	260.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY-K BROWN	39.85
CULLIGAN OF OMAHA	2024/07/31M BOTTLED WATER	455.80
CUSTOM CHALLENGE COINS.NET	CHALLENGE COINS	1,261.60
FEDERAL EXPRESS CORPORATION	2024/07/10 SHIPPING CHARGES	174.70
FEDEX EXPRESS CORP	SUBPEONA CHARGES	50.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICES	400.00
GREAT PLAINS UNIFORMS	TACTICAL VEST-3 EMP	2,400.00
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	53.00
HARRIS DECALS INC	DECAL FOR CRUISERS	89.89
HITOUCH BUSINESS SERVICES	COPY PAPER	840.00
HOPE VALENTINE, LLC	2024/07/31M MENTAL HEALTH	150.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	150.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.62
JAY KIRWAN	PER DIEM TO CHECK ON CMD POST TRAILER	44.25
JESSICA MANNING	REIMB PER DIEM & UBER FOR TRAINING	377.08
JIM SEVERN	REIMB PER DIEM & UBER FOR TRAINING	423.91
JOE MILOS	REIMB PER DIEM & FUEL & LUGGAGE FEE FOR TRAINING	558.43

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POLICE (cont'd)

JON HOBBS	REIMB PER DIEM FOR TRAINING	324.50
KELLI BROWN	2024/07/14-07/19 PER DIEM FOR TRAINING	324.50
MARCUS LARR	PER DIEM ADVANCE FOR TRAINING	265.50
MATRIX BUSINESS SYSTEMS INC	2024/07/30M COPIER EXPENSE	223.14
MATTHEW VANN	REIMB PER DIEM FOR TRAINING	324.50
NATHAN MOORE	REIMB PER DIEM & UBER FOR TRAINING	369.29
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	2024/08/02 TUITION, LODGING-K BROWN, INST DEV COURSE	420.00
NEW YORK UNIVERSITY	2024/06/30M PROFESSIONAL SERVICES-SAJE GRANT	3,427.09
NEW YORK UNIVERSITY	2023/10/01-2024/05/31 PROFESSIONAL SERVICES-SAJE GRANT	49,912.95
OFFUTT COLLISION REPAIR CENTER	CRUISER REPAIR-UNIT 617	2,794.50
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	38.01
OPTIMAL TRAINING AND EQUIPMENT LLC	GEN 5 G.L.O.V.E.	1,445.00
PAT KOCHENDERFER	2024/07/31M CONTRACTED HOURS	438.74
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	4,083.60
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	1,033.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	2,361.79
SHARP IMAGE INC	WINDOW TINTING-DEA & USPIS VEHICLES	252.00
THOMSON REUTERS - WEST	2024/07/31M ONLINE SOFTWARE SUBSCRIPTION	220.00
TIMOTHY MELVIN	REIMB PER DIEM FOR TRAINING	206.50
U.S. CELLULAR	2024/07/04-08/03 MONTHLY SERVICE	44.48
U.S. CELLULAR	2024/07/09-08/08 MONTHLY SERVICE	88.56
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,860.00
UNMANNED VEHICLE TECHNOLOGIES, LLC	INTERIOR DRONE BATTERY, PROPELLERS	1,046.00
VERIZON WIRELESS	2024/07/24-08/23 MONTHLY SERVICE	596.66
		<u>301,933.52</u>

FIRE & RESCUE

AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	1,947.85
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	110.71
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	125,847.20
OMAHA PUBLIC POWER DISTRICT	2024/05/31-07/02 MONTHLY SERVICE	1,430.20
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	2,005.65
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	1,089.74
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	2,947.00
OMAHA PUBLIC POWER DISTRICT	2024/07/26 MONTHLY SERVICE	959.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	2,963.52
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	787.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	1,679.23
		<u>\$ 141,768.98</u>

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/05/01-06/30 CDBG EXPENSES	1,687.50
CENTURY LINK	2024/06/20-07/19 MONTHLY SERVICE	97.23
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	243.16
GREAT AMERICAN INSURANCE COMPANY	2024 CROP INSURANCE	2,125.00
HEARTLAND MARKETING &	2024/07/01-07/28 SOCIAL MEDIA MANAGEMENT	3,276.50
LEAGUE OF NEBRASKA MUNICIPALITIES	2024/09/01-2025/08/31 LEAGUE MEMBERSHIP DUES	58,442.00
LOCKTON COMPANIES, LLC	2024/08/31M WELLNESS NURSE ADVOCACY	1,875.00
SARPY COUNTY COURT HOUSE	2024/09/30M ANIMAL CONTROL	17,535.00
		<u>\$ 85,281.39</u>

INFORMATION TECHNOLOGY

CARASOFT TECHNOLOGY CORPORATION	2024/04/30-2025/04/29 PROFESSIONAL SERVICES	1,382.05
DELL MARKETING L.P.	LATITUDE COMPUTER	1,335.00
DELL MARKETING L.P.	ALL-IN-ONE COMPUTERS (6)	8,910.00
TJ CABLE	2024/04/30M LOCATES	250.00
TJ CABLE	2024/05/31M LOCATES	250.00
TJ CABLE	2024/06/30M LOCATES	350.00
TJ CABLE	2024/07/31M LOCATES	400.00
		<u>\$ 12,877.05</u>

MINUTE RECORD

CLAIMS FOR AUGUST 20, 2024 - ***REVISED***

PAGE 8

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2024/07/31M SERVICES FOR INDOOR WATERPARK	12,500.00
		\$ 12,500.00

2206 LONGO DR- NEW LIBRARY

C&E INDUSTRIES	2024/06/30M JANITORIAL SERVICE	995.10
C&E INDUSTRIES	2024/06/30M JANITORIAL SERVICE	2,996.00
CBRE, INC - VALUATION & ADVISORY	LEASE EXECUTUION 06/28	4,224.43
CBRE, INC - VALUATION & ADVISORY	LEASE FOR BLOSSOM BRIDGE	4,224.43
CENTURY LINK	2024/07/04-08/03 MONTHLY SERVICE	131.76
CINTAS LOCATION #749	MAT SERVICE - 03/04, 04/15,22,29	738.16
CINTAS LOCATION #749	MAT SERVICE - 07/08	184.54
CINTAS LOCATION #749	MATS	184.54
CINTAS LOCATION #749	MAT SERVICE - 05/06,13,20,28	738.16
COX BUSINESS SERVICES	2024/06/27-07/26 MONTHLY SERVICE	147.00
CZECH SPECIALTIES, LLC	LEASEHOLD IMPROV - DRAW # 1 FOR THERAPISTS OFFICI	15,000.00
FIRE PROTECTION SERVICES, LLC	06/12/24 SERVICE CALL - ALARM	805.00
FISH WINDOW CLEANING	WINDOW CLEANING	2,138.93
HEIMES CORPORATION	REMOVED AND CAP PLUMBING BEHIND WALLS FOR 6 SIN	1,320.00
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	66.32
METROPOLITAN UTILITIES DIST	2024/06/05-07/03 MONTHLY SERVICE	54.91
METROPOLITAN UTILITIES DIST	2024/06/05-07/03 MONTHLY SERVICE	1,171.43
OMAHA PUBLIC POWER DISTRICT	2024/05/24-06/21 MONTHLY SERVICE	8,429.02
PAPILLION SANITATION	2024/03/31M SERVICE	332.68
PROTECH PEST CONTROL	2024/07/01 PEST CONTROL	149.80
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 BELLEVUE LIBRARY THRU 2024/06/30	298,711.35
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 BELLEVUE LIBRARY THRU 2024/07/31	5,358.95
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	REPLACED DOOR SWEEPS, FILLED GAPS WITH FOAM ON I	682.41
SELDIN LLC	WALK THROUGH, LIGHTS, RESTROOMS	203.30
SELDIN LLC	REPLACED 22 BULBS IN OFFICE	314.58
STERICYCLE, INC	2024/01/31 MONTHLY SERVICE	180.85
TAILORED LAWN, INC	FERTILIZING APPLICATION & WEED CONTROL	700.00
TITANIUM FIRE SPRINKLER COMPANY	FIRE SPRINKER INSPECTION	1,065.00
WATERLINK INC	2024/07/31M WATER TREATEMENT SERVICE	431.63
		\$ 353,130.28

WASTEWATER

ARMOR EQUIPMENT	SEWER MAINTENANCE TOOLS	1,013.15
AT&T MOBILITY	2024/06/22-07/21 MONTHLY SERVICE	689.50
AT&T MOBILITY	2024/07/08-08/07 MONTHLY SERVICE	659.48
CENTURY LINK	2024/07/22-08/21 MONTHLY SERVICE	540.31
COX BUSINESS SERVICES	2024/07/18-08/17 MONTHLY SERVICE	92.49
ELLIOTT EQUIPMENT CO	LEADER HOSE	685.24
EMPLOYEE BENEFITS SYSTEMS	2024/08/31M HEALTH INSURANCE	16,505.51
GL CONSTRUCTION SERVICES LLC	AERATING AND SEEDING	500.00
GRAINGER	LINE LOCATOR	1,753.88
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION EVAL 2024/06/30-	971.85
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2024/06/30-07/27	1,938.93
JAMES WIPF	REIMB COMMERCIAL DRIVER'S LICENSE	60.00
NMC GROUP, INC	2024/07/02-07/09 RENT TRASH PUMP	3,105.43
OMAHA PUBLIC POWER DISTRICT	2024/06/11-07/12 MONTHLY SERVICE	3,875.90
OMAHA PUBLIC POWER DISTRICT	2024/06/20-07/23 MONTHLY SERVICE	1,862.61
OMAHA PUBLIC POWER DISTRICT	2024/06/21-07/24 MONTHLY SERVICE	1,071.47
PRECISE MRM LLC	2024/06/30M FLAT DATA PLAN	46.00
RAILROAD MANAGEMENT CO	2024/11/09-2025/11/08 LICENSE# 306460	2,139.86
RELIANCE STANDARD LIFE INSURANCE CO	2024/08/31M DENTAL INSURANCE	564.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LIFE	150.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/07/31M LTD	190.72
UNITED RENTALS (NORTH AMERICA), INC	MATERIAL RENTAL, FREIGHT	9,958.15
UTILITY EQUIPMENT COMPANY	TOP SECTION SCREW TYPE, LID	81.08
		\$ 48,456.69

MINUTE RECORD

CLAIMS FOR AUGUST 20, 2024 - *REVISED*****

PAGE 9

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/07/26 MONTHLY SERVICE	100.47
		<u>\$ 100.47</u>

COMMUNITY DEVELOPMENT

HOUSING FOUNDATION FOR SARPY	2024/07/29 HOUSING DEVELOPMENT DIRECTOR	12,363.65
LIFT UP SARPY COUNTY	2024/04/01-06/30 LUS BELLEVUE COMMUNITY	3,222.08
		<u>\$ 15,585.73</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2024/07/22-08/21 MONTHLY SERVICE	581.26
		<u>\$ 581.26</u>

LAW ENFORCEMENT TRUST

AMERICAN NATIONAL BANK	ANALYSIS CHARGE	15.00
		<u>\$ 15.00</u>

BCMBC

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	41.29
		<u>\$ 41.29</u>

G.O. Bonds

BOKF, NA	2023/06/30-2024/06/30 AGENT ANNUAL FEE	350.00
		<u>\$ 350.00</u>

TOTAL CLAIMS FOR AUGUST 20, 2024	<u><u>\$ 2,062,851.18</u></u>
-----------------------------------------	-------------------------------

TOTAL PAYROLL FOR AUGUST 2, 2024	<u><u>\$ 1,771,271.57</u></u>
-----------------------------------------	-------------------------------

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
9/3/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development: small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson. General location: 5007 Platteview Rd.

SYNOPSIS/BACKGROUND:

Eric Carlson is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Walnut Grove Estates Replat 1, and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, to create an additional single-family residential acreage lot; and requesting a waiver of Section 6-4. The applicant is requesting RE (Residential Estates) zoning. The RE zoning is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Minimum lot size in the RE zone is one acre. Each of the proposed lots meets the minimum requirements for the RE zoning district. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

- PC Recommendation
- Staff Report
- Ord. No. 4158
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Eric Carlson
CASE #'s Z-2303-08, S-2303-04
CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Sims
	Jacobson						Taylor-Jones
	Aerni						Perrin
	Ackley						
	Lasenburg						
	Bennett						

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2303-08
S-2303-04

FOR HEARING OF:
REPORT #1: June 27, 2024
REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Eric Carlson
14909 Grover Street
Omaha, NE 68144

B. PROPERTY OWNER:

Meredith Carlson, Trustee
5007 Platteview Road
Papillion, NE 68133

C. GENERAL LOCATION:

5007 Platteview Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast $\frac{1}{4}$ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Walnut Grove Estates Replat 1, from AG to RE
2. Small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1
3. Waiver of Section 6-4, Subdivision Regulations.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create an additional single-family residential acreage lot.

H. SIZE OF SITE:

The site is approximately 21 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence, 1,058 square foot pole barn, accessory structures, and a 20' x 40' pool.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- C. North:** Agriculture/Single Family Residential, AG
- D. East:** Agriculture/Vacant, AG
- E. South:** Platteview Golf Club, AG
- F. West:** Agriculture/Single Family Residential, AG

G. RELEVANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates located in the Southeast ¼ of Sectio 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RE for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Sectio 6-4 of the Subdivision Regulations, regarding street design standards.

H. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
3. Chapter 6-4, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as agricultural.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. Per the MAPA Traffic Flow Data, there are approximately 4,800 cars per day west of the intersection of 36th Street and Platteview Raod.
2. Access is from an existing private drive off Platteview Road. An ingress/egress easement will serve both lots.

D. UTILITES:

This property utilizes a private well and septic system.

E. ANALYSIS:

1. Eric Carlson has submitted a request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1. In conjunction with the plat, the applicant is requesting a change of zone from AG to RE.
2. The Residential Estates (RE) District is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth.

The minimum lot size in the RE zone is 1 acre. Each of the proposed lots meets the minimum requirements for the RE zoning district.

3. There is an existing single family residence and outbuildings on proposed Lot 1. Lot 2 would be created to facilitate the construction of an additional single family residence.

A bird coop shown on the as-built plot plan on the proposed property line is shown for removal. This will need to be done prior to the filing of the plat.

4. This application was before the Planning Commission on May 18, 2023, and continued indefinitely at that time. Sarpy County Public Works had discovered a

discrepancy with the original recorded plat in relation to the section lines. This issue has since been corrected to Sarpy County's satisfaction.

5. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Sarpy County Public Works, both requested technical revisions to the plat. The applicant's surveyor has satisfied this request.

No other comments were received on this case.

6. This property lies within the jurisdiction of the Sarpy County Wastewater Agency. The applicant has discussed fees with the Agency, which will be due prior to filing the plat.

7. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

8. The Future Land Use Map of the Comprehensive Plan shows this area as agriculture. This may change as the Comprehensive Plan update moves forward.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from John Meng-Frecker received March 24, 2023
4. Small Subdivision Plat received June 17, 2024
5. As-built plot plan received March 27, 2024

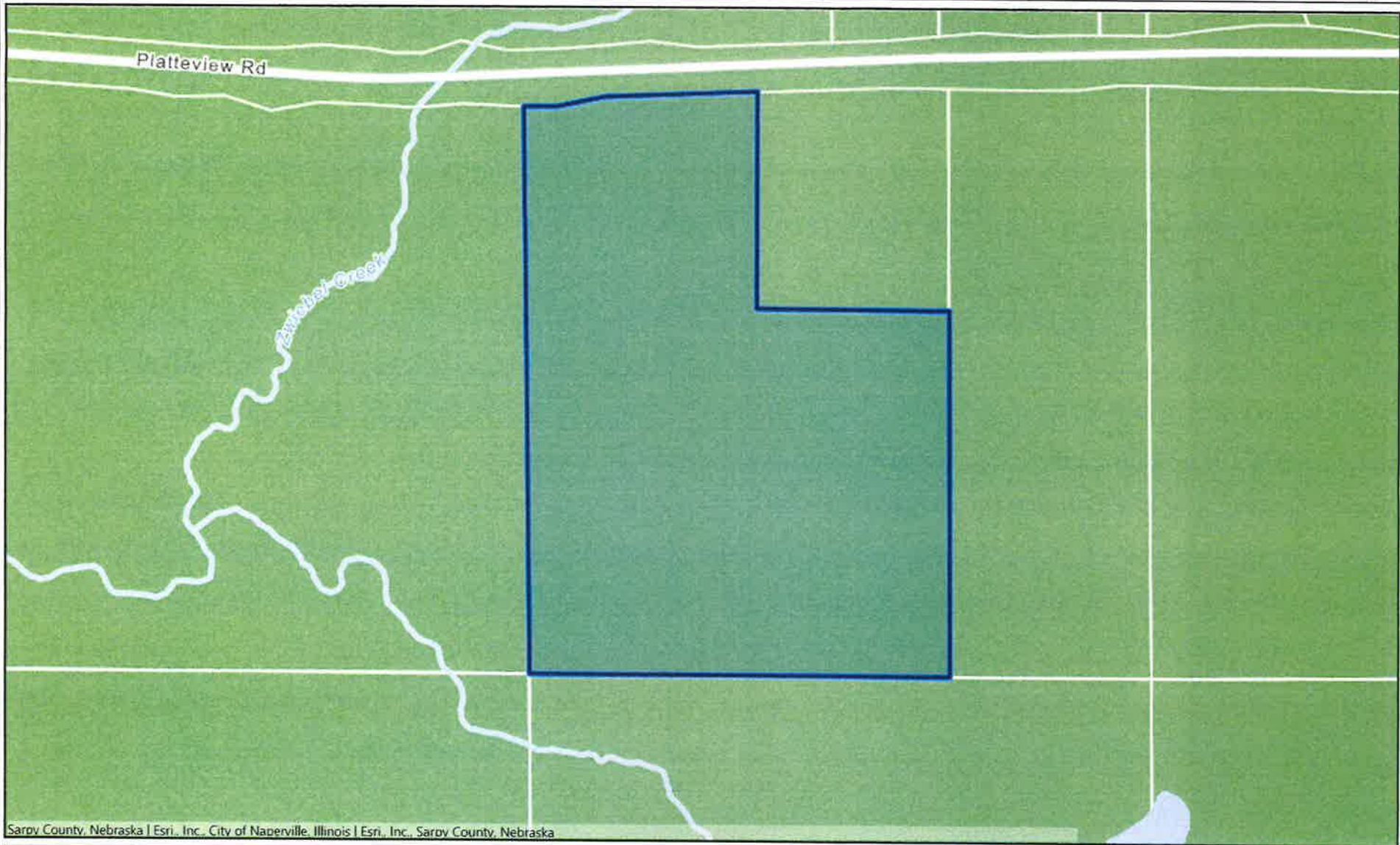
VII. COPIES OF REPORT TO:

1. Eric Carlson
2. Ehrhart Griffin and Associates
3. Public Upon Request


Assistant Planning Manager


Planning Director


Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 4514

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes





Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 4514

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes





September 23, 2021

RECEIVED
MAR 24 2023
PLANNING DEPT.

JUSTIFICATION FOR RE ZONING – RESIDENTIAL ESTATES
5007 PLATTEVIEW ROAD, BELLEVUE, NE
WALNUT GROVE ESTATES REPLAT 1

ON BEHALF OF THE APPLICANT, ERIC CARLSON, AND THE OWNER, MELISSA JARECKE, WE
SUBMIT THE FOLOWING JUSTIFICATION FOR REZONING FROM AG TO RE:

CURRENT ZONING OF WALNUT GROVE ESTATES IS AG. IT IS MORE APPROPRIATE THAT THE
SUBDIVISION BE REZONED TO RE – RESIDENTIAL ESTATES.

- NO AGRICULTURE OPERATIONS ARE CONDUCTED WITHIN THE SUBDIVISION.
- THE SUBDIVISION IS HEAVILY TREED.
- THE PROPOSED REPLAT OF LOT 2 (20.96 ACRES) OF WALNUT GROVE ESTATES WILL
SUBDIVIDE THE LAND INTO FOUR LOTS WHICH RANGE FROM 3.2 ACRES TO 8.1 ACRES
IN SIZE WITH COMMON AREA IMPROVEMENTS TO BE MAINTAINED BY A HOMEOWNERS
ASSOCIATION.
- THE EXISTING AND FUTURE IMPROVEMENTS ARE SINGLE FAMILY HOMES.
- THE ABOVE PLAN COMPLIES WITH THE STATED INTENT OF RE RESIDENTIAL ESTATES:
“**Intent:** The Residential Estates District is established for the purpose of allowing low density
residential uses on larger parcels of land that are compatible with adjacent urban growth. The RE
classification is to be used only for suburban single family homes and the community services
and facilities appurtenant thereto.”
- A COMPARABLE AREA NEARBY IS ‘THE LINKS’ AND ‘BAZARS ADDITION’ ON PLATTEVIEW
ROAD WHICH HAS SINGLE FAMILY HOMES ON LOT SIZES OF 1.3 TO 6.3 ACRES.

John Meng-Frecker
EHRHART GRIFFIN & ASSOCIATES

PROJECT NO.
EGA211170

NO.	DESCRIPTION	DATE	BY

**EHRHART
GRIFFIN &
ASSOCIATES**

3553 Fernon Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

**5007 PLATTEVIEW ROAD
SITE CONDITIONS PLAN**
PROPOSED - WALNUT GROVE ESTATES REPLAT
PAPILLION, NEBRASKA

DATE: 10/14/2021

DESIGNED BY:

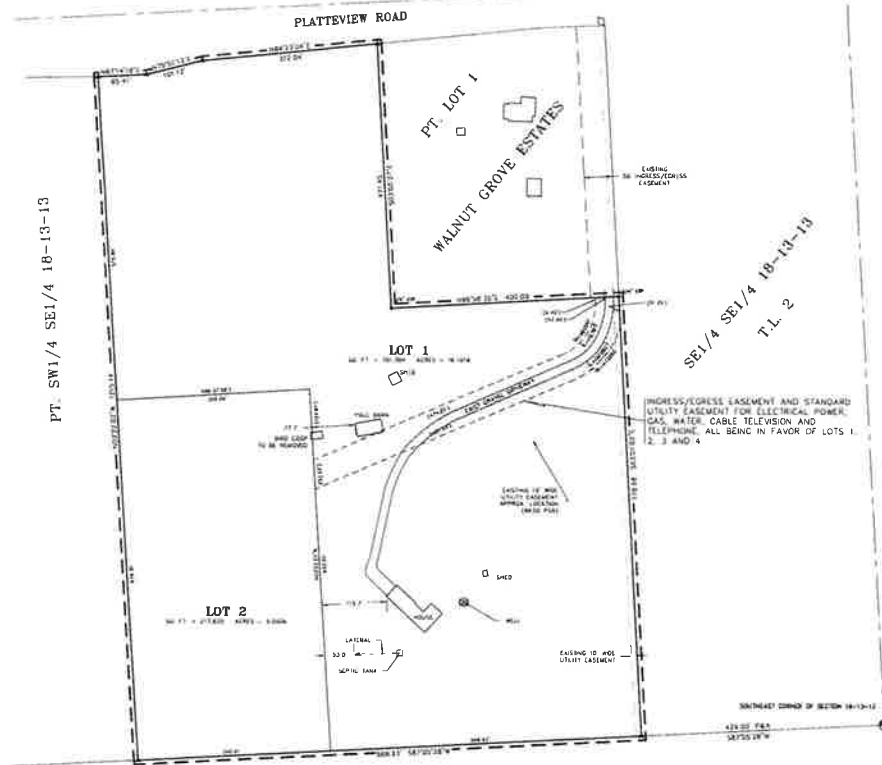
DRAWN BY:
SRB

CHECKED BY:

CREW:

SHEET NO.

1 OF 1



LEGAL DESCRIPTION

(SHOWS) SE 1/4 SE 1/4 18-13-13, A SUBDIVISION CONTAINING LOTS 1 AND 2 AND BEING A PORTION OF PART OF LOT 2, WALNUT GROVE ESTATES, SHERIDAN COUNTY, NEBRASKA, BEING SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, WALNUT GROVE ESTATES; THENCE S87°07'10" W A DISTANCE OF 348.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N82°05'27" E A DISTANCE OF 370.14 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; SAID POINT ALSO BEING ON THE SOUTHWEST CORNER OF PLATTEVIEW ROAD AS CORRECTED IN INSTRUMENT AT BOOK 155, PAGE 772; THENCE N87°14'47" E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 65.41 FEET; THENCE N27°01'12" E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 101.12 FEET; THENCE N86°23'10" E ON SAID RIGHT-OF-WAY A DISTANCE OF 312.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE S80°07'27" E A DISTANCE OF 471.48 FEET TO A POINT ON THE EASTERLY LINE OF SAID 2; THENCE N87°09'20" E A DISTANCE OF 400.04 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S83°05'16" E A DISTANCE OF 378.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.6218 SQUARE FEET OR 21.102 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Date: 7/15/2021

Shane Boler



LEGEND:

- P - PLAT DISTANCE
- A - ACTUAL DISTANCE
- B - MEASURED DISTANCE
- C - CALCULATED DISTANCE
- D - DEED DISTANCE
- E - CERTAIN DISTANCES IN DEED AT BOOK 155 PAGE 772 APPEAR TO BE IN ERROR AND ARE IN CONFLICT WITH SURVEY AND PLATS OF RECORD
- F - FOUND SURVEY POINT (B/C REBAR & CAP)
- G - SET SURVEY POINT (B/C REBAR W/CAP U/O)
- CTP - CRIMPED TOP PIPE
- DTP - OPEN TOP PIPE
- S 2" - STAR DRILL HOLE
- X - CRAGGED "X" IN CONCRETE

THERE IS NO REQUEST FOR RIGHT-OF-WAY DEDICATION WITH THIS PLAT
THERE IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAT

RECEIVED

MAR 24 2023

PLANNING DEPT.

ORDINANCE NO. 4158

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 5007 PLATTEVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast ¼ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural Zone) to RE (Residential Estates)

(Eric Carlson)

Section 2. This ordinance shall not take effect until such time as the final plat of Walnut Grove Estates Replat 1, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take effect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

WALNUT GROVE ESTATES REPLAT 1

LOTS 1 AND 2,
AND BEING A REPLAT OF A PART OF LOT 2, WALNUT GROVE ESTATES,
IN THE SOUTHEAST QUARTER OF SECTION 18, PART OF THE SOUTHEAST
1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, AND PART OF THE
NORTHEAST 1/4 OF SECTION 19, ALL IN
TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA

DEDICATION

BEING THE OWNERS AND INTERESTS OF THE LAND SHOWN HEREON AND BEING THE OWNERS OF THE SAME, WE HEREBY DEDICATE TO THE PUBLIC THE ROAD AND DRIVE SHOWN ON THIS PLAN AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS BEING THE SAME TO OR THROUGH THE USE AND TRAVEL, AND TO BE OPEN TO ALL PERSONS AT ALL TIMES.

WE HEREBY DEDICATE TO THE PUBLIC THE ROAD AND DRIVE SHOWN ON THIS PLAN AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS BEING THE SAME TO OR THROUGH THE USE AND TRAVEL, AND TO BE OPEN TO ALL PERSONS AT ALL TIMES.

ACKNOWLEDGEMENT OF NOTARY

I, the undersigned, being a duly qualified and authorized Notary Public in and for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

NOTARY

REVIEW BY SARPY COUNTY PUBLIC WORKS

Reviewed by Sarpy County Public Works on 09/03/2024.

APPROVAL OF BELLEVUE PLANNING COMMISSION

Approved by Bellevue Planning Commission on 09/03/2024.

COUNTY TREASURER'S CERTIFICATE

This is to certify that the above described property is subject to the payment of taxes to Sarpy County, Nebraska.

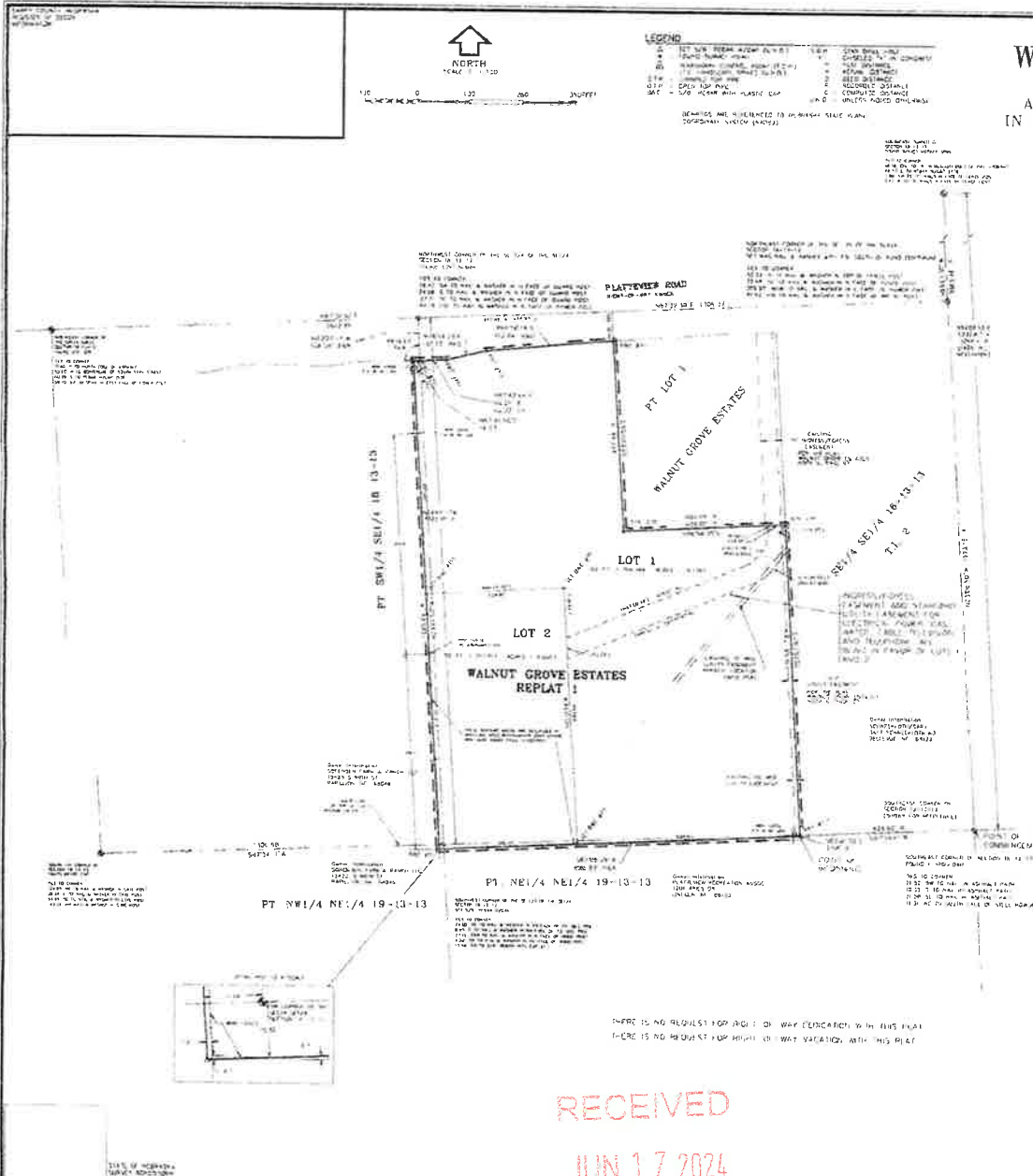
APPROVAL OF BELLEVUE CITY COUNCIL

Approved by Bellevue City Council on 09/03/2024.

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and authorized Surveyor in and for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

There is no request for adj. of way encroach. in this plat.
There is no request for right of way vacation with this plat.



RECEIVED
JUN 17 2024
PLANNING DEPT.

PROJECT NO
EGA211170

NO.	DESCRIPTION	DATE	BY

EHRHART
GRIFFIN &
ASSOCIATES

1102 Ferris Street
Omaha, Nebraska 68131
(402) 441-1414

- ENGINEERING
- PLANNING
- LAND SURVEYING

WALNUT GROVE ESTATES REPLAT 1

A SMALL SUBDIVISION

5007 PLATVIEW ROAD
PAPILLION, NEBRASKA

DATE: 4/7/2024

DESIGNED BY:

DRAWN BY:

CHECKED BY:

CREW:



SHEET NO

1 OF 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
9/3/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive.

SYNOPSIS/BACKGROUND:

Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to the lack of space required for the rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback. This request will not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

- | | | |
|---------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4159"/> |
| 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:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Lawrence T. Butler

CASE #'s Z-2404-02, S-2404-05

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as lack of perceived negative impact upon the surrounding neighborhood.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Sims
	Jacobson						Taylor-Jones
	Aerni						Perrin
	Ackley						
	Lasenburg						
	Bennett						

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2404-02
S-2404-05

FOR HEARING OF:
REPORT #1: June 27, 2024
REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

Waldruh Homeowners Association
Attn: Bryan Handlos/Treasurer
504 Waldruh Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

505 Waldruh Drive

D. LEGAL DESCRIPTION:

Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS.
2. Small Subdivision Plat Lots 1 and 2, Waldruh Replat No. 7.

F. EXISTING ZONING AND LAND USE:

RD-60-PS and RS-84-PS, Single Family Residential/Vacant.

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for a lot line adjustment.

H. SIZE OF SITE:

Lot 36, Waldruh Replat No. 4, is approximately 0.24 acres and Lot 2, Waldruh Replat No. 6 is approximately 0.60 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 36 is presently developed with a single-family residence built in 1991. Lot 2 is vacant and covered with vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/Vacant, RD-60-PS and RS-84-PS
2. **East:** Single Family Residential/Vacant, RS-84-PS
3. **South:** Single Family Residential, RD-60-PS
4. **West:** Single Family Residential, RD-60-PS

C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the southeast $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2 Waldruh replat No. 7.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
2. Section 5.11, Zoning Ordinance, regarding RG-60 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property presently has access from a private driveway off Waldruh Drive.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment.
2. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to lack of space for the required rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback.
3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

The previously approved setbacks for Lot 1 under the -PS designation are as follows:

- 17.5' Front Yard
- 5' Side Yard
- 15' Rear Yard

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Bellevue Public School District. The cover letter

indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Surveyor, requested minor technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

5. The Future Land Use Map of the Comprehensive Plan shows this area as medium-density residential. The applicant's request is in conformance with the Comprehensive Plan.

6. The small subdivision plat and rezoning do not impact the existing land use or change the character of the neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood, and conformance with the Zoning Ordinance and Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as lack of perceived impact upon the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

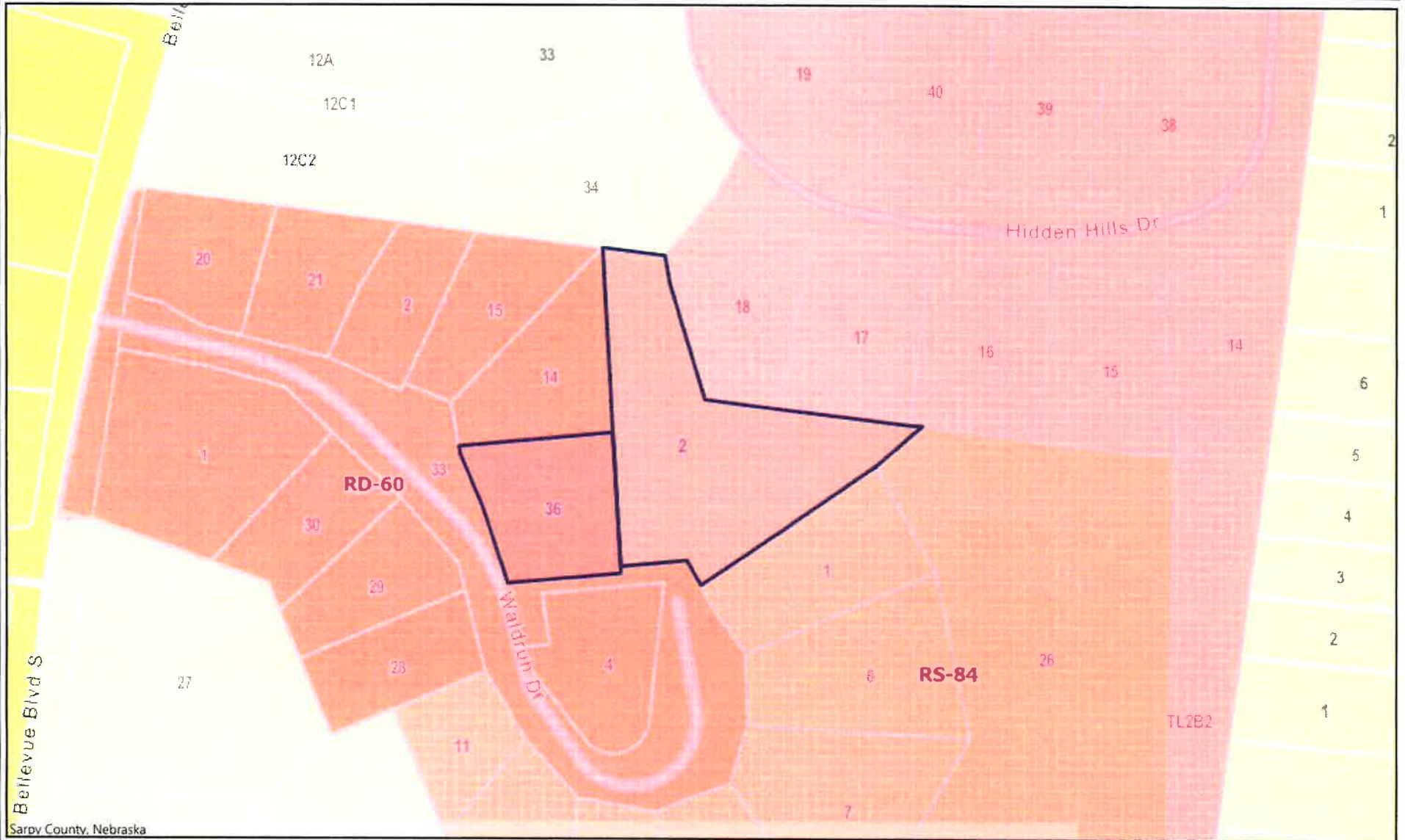
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Small subdivision plat received May 14, 2024
4. As-built plot plan received April 19, 2024
5. Letter from the applicant received April 19, 2024

VII. COPIES OF REPORT TO:

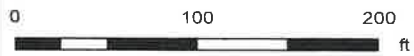
1. Applicant (Lawrence T. Butler)
2. Waldruh Homeowners Association
3. Fine Line Surveying, LLC (Karen Brightenburg)
4. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report

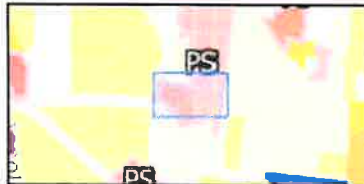


Sarpy County, Nebraska



Map Scale 1: 1592

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes





Map Scale 1: 1592

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



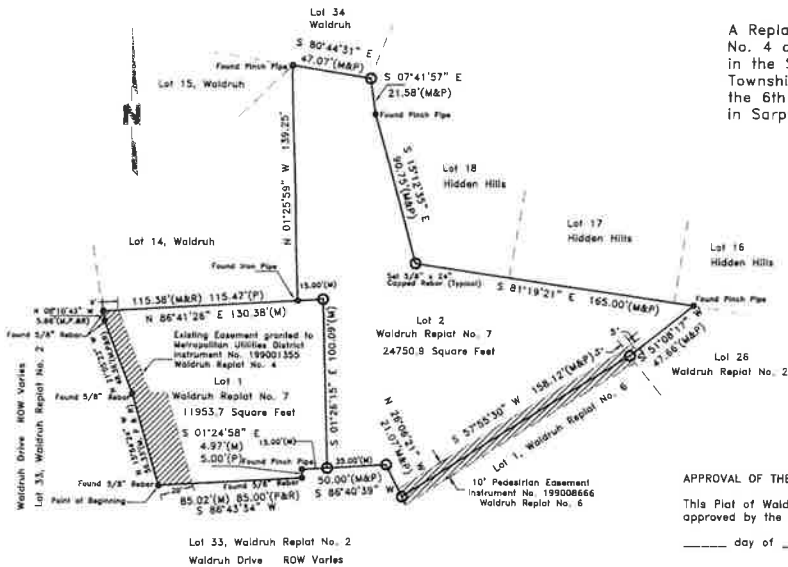
Notes



WALDRUH REPLAT NO. 7

Lots 1 and 2

A Replatting of Lot 36, Waldruh Replat No. 4 and Lot 2, Waldruh Replat No. 6 in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 6th P.M. as Surveyed and Recorded in Sarpy County, Nebraska



LEGEND

- = Section Corner
- = Corner Found
- = Corner Set - 5/8" x 24" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deduced Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

Scale in Feet

0' 25' 50' 100'

DEDICATION

Know all men by these presents that we, Lawrence T. and Tanya K. Butler, owners of Lot 36, Waldruh Replat No. 4 and Waldruh Homeowners Association, owners of Lot 2, Waldruh Replat No. 6, as described in the Surveyors' Certificate and embraced within the Plat, have caused said land to be subdivided into lots to be numbered as shown, said subdivision hereinafter to be known as Waldruh Replat No. 7 Lots 1 and 2, and we do hereby ratify and approve properly the disposition of our property as shown on the Plat. Perpetual easements shall be granted to the Omaha Public Power District and any telecommunications entity or other corporation transmitting signals authorized to use City streets, to erect, operate, maintain, repair and renew, poles, wires, cables and conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a (5') five foot wide strip of land abutting all front and side boundary lot lines and an (8') eight foot wide strip of land abutting all rear boundary lot lines of all interior lots and a (16') sixteen foot wide strip of land abutting the rear boundary lot lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described addition. Said (16') sixteen foot wide easement will be reduced to an (8') eight foot wide easement when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In Witness Hereof, we do set our hands

Lawrence T. and Tanya K. Butler

Lawrence T. Butler, Owner

Tanya K. Butler, Owner

Bryan Handies, Treasurer
Waldruh Homeowners Association

APPROVAL OF THE BELLEVUE CITY COUNCIL

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the City Council of Bellevue on this _____ day of _____, 2024.

Mayor _____
Attest _____
City Clerk

SURVEYORS CERTIFICATE & LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed the subdivision to be known as WALDRUH REPLAT 7, a replatting of Lot 36, Waldruh Replat No. 4 and of Lot 2, Waldruh Replat No. 6 all located in the Southeast Quarter of Section 25, T14N, R13E Bellevue, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 36, Waldruh Replat No. 4; Thence: N 15°54'24" W, same as the bearing on the original survey, a distance of 56.33 feet; Thence: N 21°05'23" W, a distance of 48.36 feet; Thence: N 08°10'45" W, a distance of 5.86 feet; Thence: N 86°41'26" E, a distance of 115.38 feet; Thence: N 01°25'59" W, a distance of 139.25 feet; Thence: S 80°44'31" E, a distance of 47.07 feet; Thence: S 07°41'57" E, a distance of 21.58 feet; Thence: S 15°12'35" E, a distance of 90.75 feet; Thence: S 81°19'21" E, a distance of 165.00 feet; Thence: S 51°08'17" W, a distance of 47.66 feet; Thence: S 57°55'30" W, a distance of 158.12 feet; Thence: N 26°06'21" W, a distance of 21.07 feet; Thence: S 86°40'39" W, a distance of 50.00 feet; Thence: S 01°24'58" E, a distance of 4.97 feet; Thence: S 86°43'34" W, a distance of 85.02 feet to the Point of Beginning and containing 36704.8 Square Feet (0.843 Acres) of land, more or less. All corners were calculated by angle and distance of the survey of Waldruh Replat No. 6.

I, Karen D. Brightenburt, do hereby certify that I am a duly registered surveyor under the Nebraska Land Surveyors Regulation Act and that I have performed a boundary survey of the subdivision herein and that permanent monuments have been placed (capped 5/8" x 24" Rebar) or found as noted herein at all Lot and Boundary corners in the subdivision to be known as Waldruh Replat No. 7. Said Plat is a true delineation of said survey performed by me personally; that said survey was made with reference to known and recorded monuments, and to the best of my knowledge and belief is true, correct and in accordance with the Nebraska Land Surveyors Regulation Act in effect at the time of this survey.

Dated: April 11, 2024

By: _____
Karen D. Brightenburt, Nebraska RLS 611
Fine Line Land Surveying
PO Box 53
Valparaiso, NE 68065

SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular nor special taxes due or delinquent against the property as described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

On this _____ day of _____, 2024.

Sarpy County Treasurer _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

This Plat of Waldruh Replat 7 Lots 1 and 2 was reviewed by the Sarpy County Surveyor's Office

On this _____ day of _____, 2024.

County Surveyor/Engineer _____

APPROVAL OF THE BELLEVUE CITY PLANNING COMMISSION

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the Bellevue City Planning Commission

On this _____ day of _____, 2024.

Chairman _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Lawrence T. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed.

Notary Public _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be her voluntary act and deed.

Notary Public _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Bryan Handies, representative for Waldruh Homeowners Association, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said organization.

Notary Public _____

RECEIVED
MAY 14 2024
PLANNING DEPT.

Plot Plan

Bellevue, Sarpy County, Nebraska

Job No: 241892

Sheet: 1 of 1

Legal Description

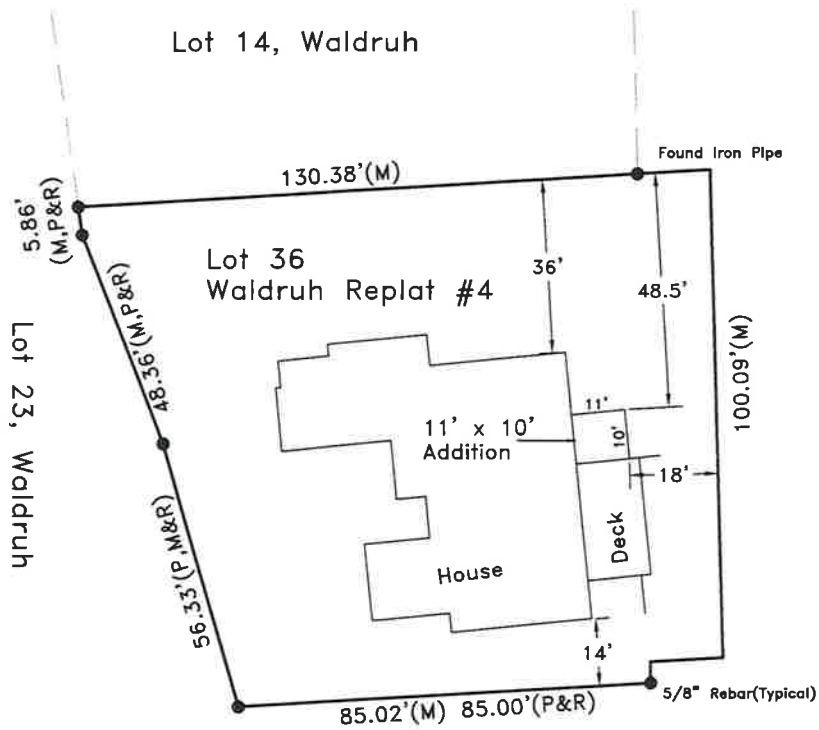
Boundary survey of Lot 36, Waldruh Replat Number 4 located in the NW $\frac{1}{4}$, Section 31, T. 5 N., R. 12 E. of the 6th PM, Lincoln, Sarpy County, Nebraska. Also known as 805 North 18th Street.



LEGEND

- = Section Corner
- = Corner Found
- = Corner Set - 5/8" x 30" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deeded Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

SCALE: 1" = 30'



RECEIVED
APR 19 2024
PLANNING DEPT.

April 20, 2024

I am rezoning my property to add additional square footage in order to construct a covered porch.

Lawrence T. Butler
Lawrence T. Butler

RECEIVED
APR 19 2024
PLANNING DEPT.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 505 WALDRUH DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RD-60-PS (Duplex Residential – Planned Subdivision)

Lot 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision).

(Lawrence T. Butler)

Section 2. This ordinance shall not take effect until such time as the final plat of Waldruh Replat No. 7, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

From: [David Crider](#)
To: [Susan Kluthe](#)
Subject: [EXT] Rezoning
Date: Tuesday, July 30, 2024 2:30:14 PM

Ms. Kluthe, City Clerk

This email is in response to the letter from the planning dept. concerning the rezoning on Waldruh Dr.

I have no concerns regarding the rezoning for Lawrence Butler. I hope that the property is rezoned and that the Butlers are able to expand their property.

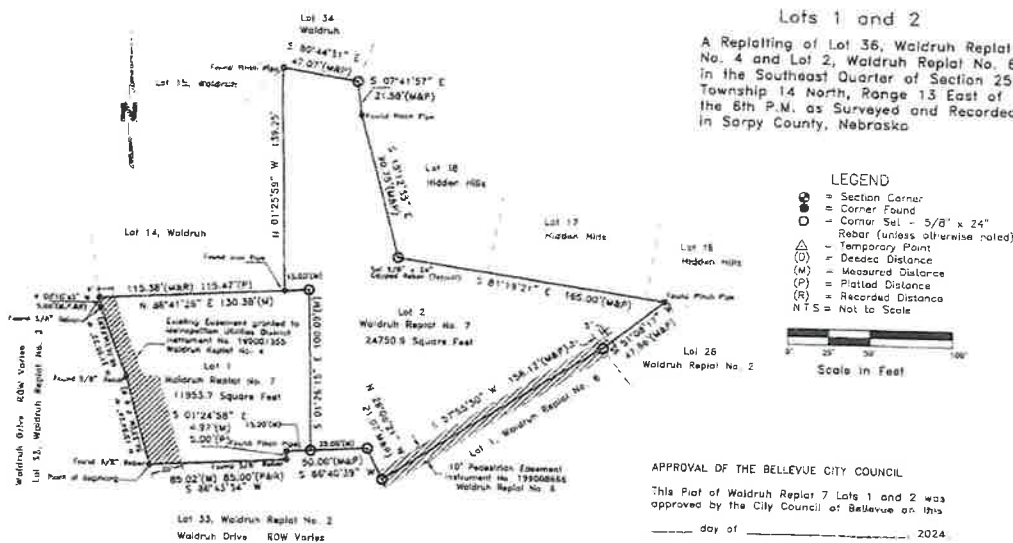
Sincerely,
Jane Crider
509 Waldruh Dr.
Bellevue, NE 68005
402-292-5485
djcrider2@gmail.com

RECEIVED
JUL 31 2024
CITY CLERK

WALDRUH REPLAT NO. 7

Lots 1 and 2

A Replatting of Lot 36, Waldruh Replat No. 4 and Lot 2, Waldruh Replat No. 6 in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 8th P.M. as Surveyed and Recorded in Sarpy County, Nebraska



LEGEND

- = Section Corner
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- = Temporary Point
- = Deeded Distance
- (M) = Measured Distance
- (P) = Platting Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

Scale in Feet

DEDICATION

Know all men by these presents that we, Lawrence T. and Tanya K. Butler, owners of Lot 36, Waldruh Replat No. 4 and Waldruh Homeowners Association, owners of Lot 2, Waldruh Replat No. 6, as described in the Surveyors' Certificate and embraced within the Plat, have caused said land to be subdivided into lots to be numbered as shown, said subdivision hereinafter to be known as Waldruh Replat No. 7 Lots 1 and 2, and we do hereby ratify and approve property the disposition of our property as shown on the Plat. Parcel and appurtenant property the disposition of our property and any telecommunications entity or other corporation transmitting signals authorized to use City streets, to erect, operate, maintain, repair and remove, poles, wires, cables, conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a (5') five foot wide strip of land abutting all front and side boundary lot lines and an (8') eight foot wide strip of land abutting all rear boundary lot lines of all interior lots and a (16') sixteen foot wide strip of land abutting the rear boundary lot lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described addition. Said (16') sixteen foot wide easement will be reduced to an (8') eight foot wide easement when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In Witness Hereof, we do set our hands

Lawrence T. and Tanya K. Butler

Lawrence T. Butler, Owner

Tanya K. Butler, Owner

Bryan Handlos, Treasurer
Waldruh Homeowners Association

APPROVAL OF THE BELLEVUE CITY COUNCIL

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the City Council of Bellevue on this _____ day of _____, 2024.

Mayor _____
Attest: _____
City Clerk

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and she acknowledged the signing of the same to be her voluntary act and deed.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Bryan Handlos, representative for Waldruh Homeowners Association, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said organization.

Notary Public

SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular nor special taxes due or delinquent against the property as described in the Surveyors' Certificate and embraced in this plat as shown by the records of this office.

On this _____ day of _____, 2024.

Sarpy County Treasurer

REVIEW BY SARPY COUNTY PUBLIC WORKS

This Plat of Waldruh Replat 7 Lots 1 and 2 was reviewed by the Sarpy County Surveyor's Office

On this _____ day of _____, 2024.

County Surveyor/Engineer

APPROVAL OF THE BELLEVUE CITY PLANNING COMMISSION

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the Bellevue City Planning Commission

On this _____ day of _____, 2024.

Chairman

SURVEYORS CERTIFICATE & LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed the subdivision to be known as WALDRUH REPLAT 7, a replatting of Lot 36, Waldruh Replat No. 4 and of Lot 2, Waldruh Replat No. 6 all located in the Southeast Quarter of Section 25, T14N, R13E Bellevue, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 36, Waldruh Replat No. 4; Thence: N 15°54'24" W, some as the bearing on the original survey, a distance of 56.33 feet; Thence: N 21°05'23" W, a distance of 48.36 feet; Thence: N 08°10'43" W, a distance of 5.86 feet; Thence: N 86°41'26" E, a distance of 115.38 feet; Thence: N 01°20'59" W, a distance of 139.25 feet; Thence: S 80°44'31" E, a distance of 47.07 feet; Thence: S 07°41'57" E, a distance of 21.58 feet; Thence: S 15°12'35" E, a distance of 90.75 feet; Thence: S 81°19'21" E, a distance of 165.00 feet; Thence: S 51°08'17" W, a distance of 47.86 feet; Thence: S 37°55'30" W, a distance of 158.12 feet; Thence: N 26°08'21" W, a distance of 21.07 feet; Thence: S 88°40'39" W, a distance of 50.00 feet; Thence: S 01°24'56" E, a distance of 4.97 feet; Thence: S 86°45'34" W, a distance of 85.02 feet to the Point of Beginning, and containing 35704.6 Square Feet (0.843 Acre) of land, more or less. All corners were calculated by angle and distance of the survey of Waldruh Replat No. 6.

I, Karen D. Brighenburgh, do hereby certify that I am a duly registered surveyor under the Nebraska Land Surveyors Regulation Act and that I have performed a boundary survey of the subdivision herein and that permanent monuments have been placed (capped 1/2" x 24" Rebar) or found as noted herein at all Lot and Boundary corners in the subdivision to be known as Waldruh Replat No. 7. Said survey was made with reference to known and recorded monuments, and to the best of my knowledge and belief is true, correct and in accordance with the Nebraska Land Surveyors Regulation Act in effect at the time of this survey.

Dates: April 11, 2024

By: Karen D. Brighenburgh, Nebraska RLS 611
Fine Line Land Surveying
PO Box 53
Valparaiso, NE 68065

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
9/3/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estates Acres, for the purpose of multi-family residential development. The applicant is requesting a change of zone from RD-60 (Duplex Residential - 6,000 Square Foot Zone) to RG-28 (General Residential - 2,800 Square Foot Zone). The applicant proposes to construct a multi-family residential building on the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

- | | | |
|---------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4160"/> |
| 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:

Simon Portillon

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bellevue Housing Authority

CASE #: Z-2404-03

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted five yes, one no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Three:
	Hankins		Lasenburg				Sims
	Jacobson						Taylor-Jones
	Aerni						Perrin
	Ackley						
	Bennett						

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2404-03

FOR HEARING OF:

REPORT #1: June 27, 2024

REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

B. PROPERTY OWNER:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

C. GENERAL LOCATION:

8301 South 9th Street

D. LEGAL DESCRIPTION:

Lot 11, Childs Estate Acres, located in the Northwest $\frac{1}{4}$ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 11, Childs Estate Acres from RD-60 to RG-28.

F. EXISTING ZONING AND LAND USE:

RD-60/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone for the purpose of multi-family residential development.

H. SIZE OF SITE:

The site is approximately .71 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. A portion of the hard surface parking belonging to the residences to the south is located on this property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Forest Station Elementary School, RG-8 (across Childs Rd. W.)
- 2. **East:** Railroad Right-of-Way
- 3. **South:** Duplex residential, RD-60
- 4. **West:** Single-family residential, RS-84

C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lot 11, Childs Estate Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60 to RG-28 for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as medium-density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. This property has access from South 9th Street.

D. UTILITIES:

All utilities are available or will be constructed to serve this development.

E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estate Acres, for the purpose of multi-family residential development.
2. The applicant is requesting a change of zone from RD-60 to RG-28. Presently the lot is zoned for duplex residential.

The intent of the RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower-density types of housing, including single-family and two-family on small lots. Based on the existing lot area, nine units would be the maximum allowed with the proposed density.

3. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

4. The applicant desires to construct a multi-family residential building on the property. Per their attached zoning justification letter, the property's proximity to schools, express bus route, restaurants, and Bellevue University make it an attractive location for a multi-family development. The applicant also points out this land is within the Fort Crook Road corridor development area. The applicant believes rezoning the property to allow for more density aligns with the goals and vision of the Fort Crook Road 2040 Plan.

5. Staff believes the RG-28 request is appropriate based on its location and will be compatible with the surrounding neighborhood.

6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan. The requested RG-28 zoning is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

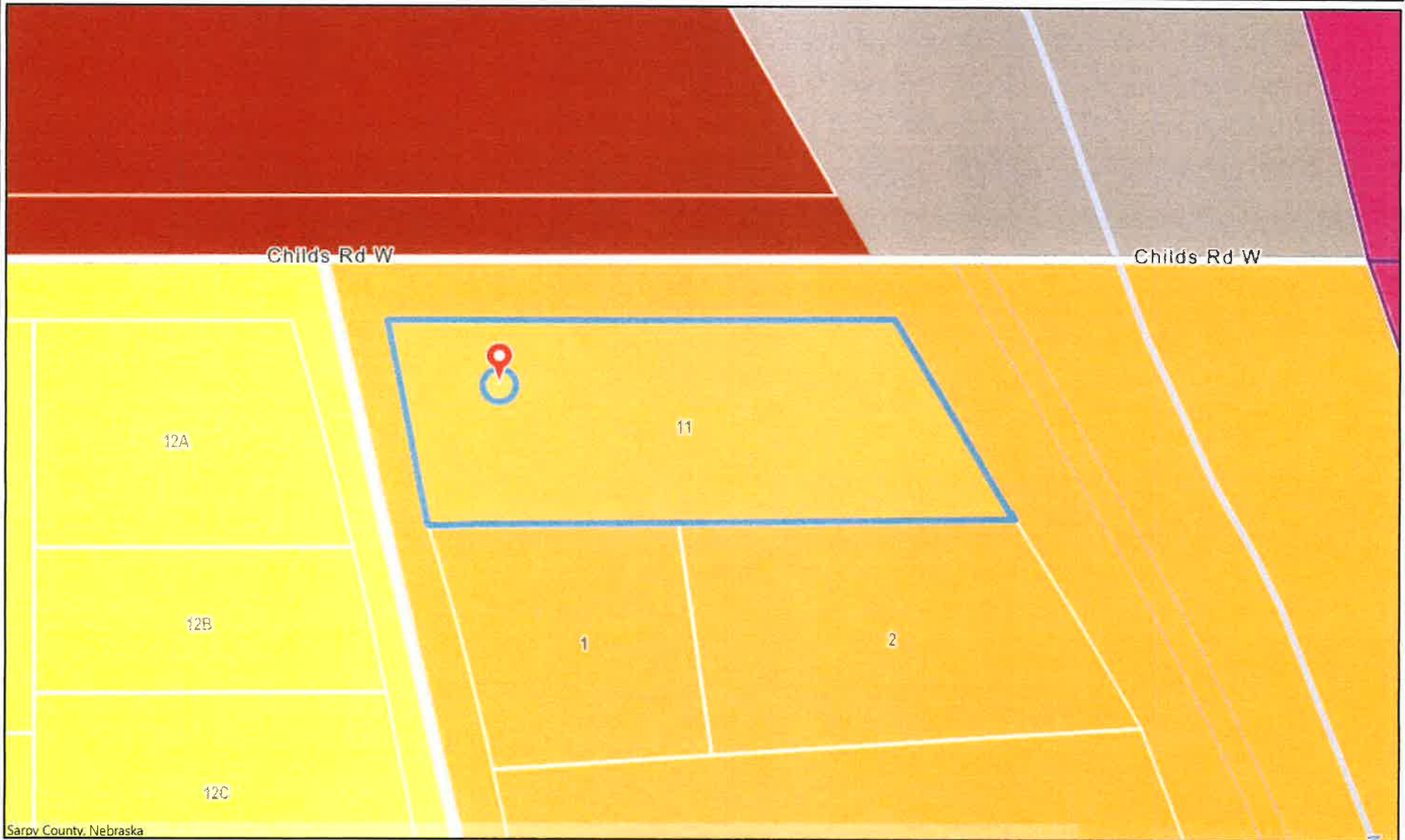
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated April 19, 2024

VII. COPIES OF REPORT TO:

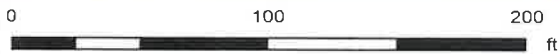
1. Carolyn Pospisil, Bellevue Housing Authority
2. Public Upon Request


Assistant Planning Manager


Planning Director 07/09/24
Date of Report



Sarpy County, Nebraska



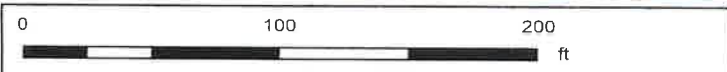
Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes





Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



Rezoning Application Justification Statement

8301 S 9th Street, Bellevue, NE 68147
LOT 11 CHILDS ESTATE ACRES

4/17/24

Request

The Bellevue Housing Authority is requesting to rezone the subject property from RD-60 (Residential Duplex - 6,000 sq ft) to RG-28 (General Residential) to allow the development of a multi-family residential project.

Site Characteristics & History

The property is 0.789 acres in size, and is currently owned by the Bellevue Housing Authority. In 2013, a building permit (#SG2434B) was approved for demolition of a dwelling and garage located on the property. Currently, the property is vacant.

This project is proposing to rezone the property to RD-60 to allow for the development of a multi-family residence.

Surrounding Uses

North: Forest Station Elementary School
Zoned: RG-8

South: Childs Estate Acres (Duplex Residences)
Zoned: RD-60

East: Railway & Mud Creek
Zoned: RD-60

West: Childs Estate Acres (Single Family Residences)
Zoned: RS-84

Justification of Request

The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned Residential Duplex, we believe it would be better suited to be zoned General Residential, in order to develop a multi-family residence that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The

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Comprehensive Plan suggests a need for medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Logan Fontenelle Middle, and Bellevue West High School districts.
- Located on Metro Route 95 Bellevue Express, which includes an existing stop located at Marathon Ventures Inc. at Southroads Mall.
- Located 1.61 miles from Bellevue University. Existing Metro bus stop location.
- Restaurants within 1.0 miles include Roma Italian Restaurant, The Special Restaurant, Romeo's Mexican Food & Pizza, Golden Bowl Chinese Restaurant, and Stella's Bar & Grill.
- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

Based upon the above information, the Bellevue Housing Authority respectfully requests approval of this Rezoning.

Carolyn Pospisil
Bellevue Housing Authority
(319) 270-1540
carolyn@sarpyhousing.org

ORDINANCE NO. 4160

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8301 SOUTH 9TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 11, Childs Estates Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RD-60 (Duplex Residential – 12,000 Square Foot Zone) to RG-28 (General Residential – 2,800 Square Foot Zone)

(Bellevue Housing Authority)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take effect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Harrison Johnson, Economic Development	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Issuance of Bonds not to exceed \$60,000,000 for the Purchase of the Land and Construction of the Bellevue City Water Park (Update)

SYNOPSIS/BACKGROUND:

The City of Bellevue intends to issue bonds for the purchase of land and construction of the Bellevue City Water Park, a recreation facility that will be owned by the City. Payments on the bonds will take place over a period of up to 25 years. While the sales tax revenue will back the bond issuance, the City anticipates that occupation taxes and sales revenue from the Water Park itself will fund the bonding costs.

The City Council previously passed and approved Ordinance No 4150 on February 6, 2024, to authorize issuance of bonds in the principal amount of \$60,000,000. This action would amend the ordinance to authorize a final maturity of not later than December 15, 2050.

FISCAL IMPACT: \$60,000,000 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize amendment to Ordinance No. 4150 to permit a final maturity of not later than December 15, 2050.

ATTACHMENTS:

1. Ordinance 4162	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Hillis
[Signature]
[Signature]

ORDINANCE NO. 4162

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, AMENDING ORDINANCE NO. 4150 TO CHANGE THE DATE OF FINAL MATURITY OF THE BONDS; TO REPEAL CERTAIN PROVISIONS OF ORDINANCE NO. 4150 IN CONNECTION THEREWITH; TAKING OTHER ACTION IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

Section 1. The Mayor and City Council of the City of Bellevue, Nebraska (the “City”) hereby find and determine as follows:

(a) that the City Council has passed and approved Ordinance No. 4150 (the “**Bond Ordinance**”) authorizing the issuance of its Tax Supported Municipal Improvement Bonds, Series 2024, (the “**Bonds**”) in a principal amount of not to exceed \$60,000,000, to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities, (together, the “**Project**”) and to pledge receipts of the Pledged Sales Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds;

(b) Capitalized terms used and not otherwise defined in this Ordinance have the meanings assigned to those terms in the Bond Ordinance; and

(c) It is necessary, desirable, advisable and in the best interest of the City that certain amendments be made to the Bond Ordinance to permit a final maturity date for the bonds of not later than December 15, 2050, from September 15, 2030.

Section 2. Section 2 of the Bond Ordinance is hereby repealed and replaced with the following:

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Tax Supported Municipal Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed Sixty Million Dollars (\$60,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator and Finance Director (each, an “**Authorized Officer**”) are each individually hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.90% of the aggregate stated principal amount thereof; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$60,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original

issue discount; (iv) the final maturity date, which shall not be later than December 15, 2050, provided that any or all portions of the maturity schedules may be structured such that the amortization period and future repayment schedule (after refinancing) is longer than the initial term of the financing (commonly referred to as a balloon payment); (v) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds; (vi) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.9%; (vii) the principal payment dates and interest payment dates; (viii) whether to establish a debt service reserve fund for each series of Bonds, and the amount and provisions related such debt service reserve fund; (ix) the prepayment provisions whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (x) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (xi) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity; (xii) whether interest on each series of Bonds shall be taxable or tax-exempt and the appropriate covenants and restrictions for the Bonds applicable to such determination; and (xiii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable on such dates as determined in the Designation, each an "Interest Payment Date", and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The provisions of the Bond Ordinance are hereby confirmed in all respects, except to the extent modified or amended by the terms of this ordinance.

Section 4. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

ATTEST:

Rusty Hike, Mayor

Susan Kluthe, City Clerk

[SEAL]

ORDINANCE NO. 4163

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2024, through September 30, 2025. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS ____ day of September, 2024.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____ 08/20/2024
Second Reading: _____
Special Budget Hearing: _____
Joint Public Hearing: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Budget Committee	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Administration's 2024-2025 Budget (Fiscal Year Ending September 30, 2025) Preliminary Draft.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$191.4 million in fiscal year 2024-25 This is an increase of \$35.7 million from the 2023-24 budgeted expenditures. The increase is due primarily to the increased Capital expenditures of \$22 million (includes spending on the Bellevue Bay Indoor Waterpark), increased bond payments of \$5 million and increased operational expenditures (wages and department expenses) of \$8 million. This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund may use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2024-2025 Budgeted Resources Available (Revenues and Cash Balances) of \$242,748,214 and Expenditures of \$191,352,079 leave a cash balance of \$51,396,135, an increase of \$27,027,035 in cash reserves primarily due to the proceeds of the waterpark bonds of \$60 million of which only \$25 million is anticipated to be spent in FYE2025. Other Capital and operating expenditures will use \$8 million of existing cash reserves.

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:

First reading of Ordinance No. 4163 to adopt the 2024-2025 fiscal year budget. No action taken at this meeting.

ATTACHMENTS:

- | | | |
|-------------------------|---------------------------------------|-------------------------|
| 1. Ordinance 4163 | 2. Bellevue FYE2025 State Budget Form | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**2024-2025
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

City of Bellevue
TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period October 1, 2024 through September 30, 2025

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">29,285,531.14</td> <td>Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">7,898,497.15</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">37,184,028.29</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	29,285,531.14	Property Taxes for Non-Bond Purposes	\$	7,898,497.15	Principal and Interest on Bonds	\$	37,184,028.29	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2024 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Principal</td> <td style="width:40%; text-align: right;">\$ 74,390,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 11,669,577.85</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 86,059,577.85</td> </tr> </table>	Principal	\$ 74,390,000.00	Interest	\$ 11,669,577.85	Total Bonded Indebtedness	\$ 86,059,577.85
\$	29,285,531.14	Property Taxes for Non-Bond Purposes														
\$	7,898,497.15	Principal and Interest on Bonds														
\$	37,184,028.29	Total Personal and Real Property Tax Required														
Principal	\$ 74,390,000.00															
Interest	\$ 11,669,577.85															
Total Bonded Indebtedness	\$ 86,059,577.85															
<p style="text-align: right;">\$ 6,095,742,341 Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	<p>Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2023 through June 30, 2024?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><i>If YES, Please submit Interlocal Agreement Report by September 30th.</i></p>															
<p style="text-align: center;">County Clerk's Use ONLY</p>	<p>Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2023 through June 30, 2024?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><i>If YES, Please submit Trade Name Report by September 30th.</i></p>															
<p>APA Contact Information</p> <p>Auditor of Public Accounts PO Box 98917 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p>Website: auditor.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</p>	<p style="text-align: center;">Submission Information</p> <p style="text-align: center; font-size: 1.2em;">Budget Due by 9-30-2024</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

Preliminary Draft
Subject to Change

City of Bellevue in Sarpy County

Line No	Beginning Balances, Receipts, & Transfers	Actual 2022 - 2023 (Column 1)	Actual/Estimated 2023 - 2024 (Column 2)	Adopted Budget 2024 - 2025 (Column 3)
1	Net Cash Balance	\$ 40,979,694.53	\$ 41,410,223.13	\$ 33,396,134.88
2	Investments			
3	County Treasurer's Balance	\$ 293,541.92		
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 41,273,236.45	\$ 41,410,223.13	\$ 33,396,134.88
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 30,396,723.22	\$ 34,569,554.07	\$ 36,815,869.59
7	Federal Receipts	\$ 98,755.27	\$ 23,209.87	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 65,132.47	\$ 71,344.63	\$ 105,300.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 7,348,627.50	\$ 7,710,407.69	\$ 7,689,041.00
11	State Receipts: Motor Vehicle Fee	\$ 57,461.26	\$ 681,901.50	\$ 702,100.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 1,671,035.90	\$ 1,817,797.09	\$ 1,840,398.49
14	State Receipts: Other	\$ 318,334.69	\$ 420,349.49	\$ 13,600.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,474,087.65	\$ 1,366,223.44	\$ 2,496,200.00
18	Local Receipts: Local Option Sales Tax	\$ 17,463,015.05	\$ 17,751,952.54	\$ 20,117,900.00
19	Local Receipts: In Lieu of Tax	\$ 1,204,560.67	\$ 412,895.71	\$ 280,000.00
20	Local Receipts: Other	\$ 29,791,946.90	\$ 71,787,669.77	\$ 138,034,670.25
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,197,000.00	\$ 1,207,000.00	\$ 1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 1 thru 23)	\$ 132,809,608.98	\$ 179,129,528.93	\$ 242,748,214.21
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 91,399,385.85	\$ 145,733,394.05	\$ 191,352,079.33
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,410,223.13	\$ 33,396,134.88	\$ 51,396,134.88
27	Cash Reserve Percentage			54%
PROPERTY TAX RECAP		Tax from Line 6		\$ 36,815,869.59
		County Treasurer Commission at 1%		\$ 368,158.70
		Total Property Tax Requirement		\$ 37,184,028.29

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:

	Property Tax Request
General Fund	\$ 29,285,531.14
Bond Fund	\$ 7,898,497.15
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 37,184,028.29

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50% you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
Wastewater/Economic Development	\$ 8,431,192.46
Debt Service/Community Betterment	\$ 12,643,755.56
Total Special Reserve Funds	\$ 21,074,948.02
Total Cash Reserve	\$ 51,396,134.88
Remaining Cash Reserve	\$ 30,373,886.86
Remaining Cash Reserve %	32%

Documentation of Transfers of Surplus Fees:
(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Preliminary Draft Subject to Change

City of Bellevue in Sarpy County

Line No.	2024-2025 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 9,785,821.96	\$ 1,000,000.00	\$ 60,000.00	\$ 12,500,314.44	\$ 110,064.13	\$ 160,000.00	\$ 23,625,259.53
3	Public Safety - Police	\$ 22,481,243.77	\$ -	\$ 1,062,173.00	\$ -	\$ -	\$ -	\$ 23,543,416.77
3a	Public Safety - Fire	\$ 15,290,761.71	\$ -	\$ 2,408,333.00	\$ -	\$ -	\$ -	\$ 17,699,094.71
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 6,568,480.97	\$ 36,425,000.00	\$ 3,220,000.00	\$ 1,021,339.96	\$ (11,000,000)	\$ -	\$ 47,424,620.93
6	Public Works - Other	\$ 5,090,735.15	\$ 13,742,000.00	\$ 110,000.00	\$ -	\$ -	\$ -	\$ 18,942,735.15
7	Public Health and Social Services	\$ 1,223,511.86	\$ -	\$ 50,152.00	\$ -	\$ -	\$ -	\$ 1,723,663.86
8	Culture and Recreation	\$ 6,466,808.94	\$ 28,789,281.38	\$ -	\$ -	\$ -	\$ 755,000.00	\$ 36,011,090.32
9	Community Development	\$ 601,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 601,200.00
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,618,518.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 4,630,518.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,768,280.06	\$ 6,795,000.00	\$ -	\$ 307,394.00	\$ -	\$ 280,000.00	\$ 17,150,480.06
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)							
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 82,895,168.42	\$ 86,939,281.38	\$ 7,360,658.00	\$ 14,137,907.40	\$ 64.13	\$ 1,207,000.00	\$ 191,352,079.33

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers in Surplus Fees.

City of Bellevue in Sarpy County

Line No.	2023-2024 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 8,667,588.55	\$ 3,715,753.98	\$ 122,210.91	\$ 16,352,998.57	\$ 11,050,232.23	\$ 160,000.00	\$ 40,068,783.24
3	Public Safety - Police	\$ 19,893,613.52	\$ -	\$ 501,184.82	\$ -	\$ (5,182.84)		\$ 20,389,615.50
3a	Public Safety - Fire	\$ 13,118,760.92	\$ 10,300.00	\$ 490,896.93	\$ -	\$ -		\$ 13,619,957.85
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 6,126,113.11	\$ 7,456,561.00	\$ 1,284,570.00	\$ 1,157,835.65	\$ (41,230.11)		\$ 15,609,999.76
6	Public Works - Other	\$ 4,640,774.95	\$ 25,660,844.00	\$ 362,819.76	\$ -	\$ (11,247,617.5)		\$ 19,339,493.96
7	Public Health and Social Services	\$ 1,052,015.24	\$ -	\$ -	\$ -	\$ -		\$ 1,052,015.24
8	Culture and Recreation	\$ 4,284,328.47	\$ 14,257,979.69	\$ 2,341.80	\$ -	\$ -	\$ 755,000.00	\$ 19,524,649.96
9	Community Development	\$ 1,021,730.71	\$ -	\$ -	\$ 47,541.55	\$ -		\$ 1,069,271.71
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,536,532.54	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 2,000.00	\$ 4,548,532.54
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,171,595.69	\$ 1,025,000.00	\$ 75,000.00	\$ 304,410.00	\$ (2,931.10)	\$ 280,000.00	\$ 10,511,074.29
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 77,113,093.40	\$ 52,126,488.67	\$ 3,721,848.22	\$ 17,858,784.22	\$ (683,730.46)	\$ 1,197,000.00	\$ 145,733,394.05

- (A) **Operating Expenses** should include Personnel Services, Operating Expenses, Supplies, and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, payments to retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds (a separate budget is filed).
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees.

City of Bellevue in Sarpy County

Line No.	2022-2023 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 6,997,102.08	\$ 1,113,706.06	\$ 142,251.00	\$ 6,273,246.52	\$ 1,523,482.03	\$ 160,000.00	\$ 16,110,436.69
3	Public Safety - Police	\$ 18,133,285.44	\$ -	\$ 722,036.00	\$ -	\$ -	\$ -	\$ 18,855,321.44
3a	Public Safety - Fire	\$ 12,756,190.22	\$ -	\$ 669,250.00	\$ -	\$ -	\$ -	\$ 13,425,440.22
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 8,500,144.09	\$ 3,626,142.92	\$ 197,546.70	\$ 721,040.00	\$ -	\$ -	\$ 13,200,361.51
6	Public Works - Other	\$ 4,110,025.20	\$ 537,327.98	\$ -	\$ -	\$ -	\$ -	\$ 4,647,353.18
7	Public Health and Social Services	\$ 1,393,369.06	\$ 281,566.46	\$ -	\$ -	\$ -	\$ -	\$ 1,674,935.52
8	Culture and Recreation	\$ 3,508,467.81	\$ 300,284.81	\$ 18,455.70	\$ -	\$ (16,500.23)	\$ 755,000.00	\$ 3,926,642.09
9	Community Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,438,270.32	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 4,440,270.32
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,579,012.03	\$ 4,885,353.74	\$ -	\$ 305,747.50	\$ 68,511.61	\$ 280,000.00	\$ 15,118,624.88
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 69,915,836.25	\$ 10,744,819.74	\$ 1,840,539.40	\$ 7,207,683.02	\$ 993,915.21	\$ 1,197,000.00	\$ 91,399,385.85

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies, and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds, if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME Mayor Rusty Hike
 ADDRESS 1500 Wall Street
 CITY & ZIP CODE Bellevue, NE 68005
 TELEPHONE (402) 293-3000
 WEBSITE bellevue.net

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
TITLE /FIRM NAME	<u>Mayor</u>	<u>Treasurer</u>	<u>Treasurer</u>
TELEPHONE	<u>(402) 293-3000</u>	<u>(402) 293-3088</u>	<u>(402) 293-3088</u>
EMAIL ADDRESS	<u>rusty.hike@bellevue.net</u>	<u>rich.severson@bellevue.net</u>	<u>rich.severson@bellevue.net</u>

For Questions on this form, who should we contact (please choose only one). Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

Preliminary Draft Subject to Change

City of Bellevue in Sarpy County

2024-2025 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	37,184,028.29
Motor Vehicle Pro-Rate	(2)	\$	105,300.00
In-Lieu of Tax Payments	(3)	\$	280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	21,500,000.00 (4)
LESS: Amount Spent During 2023-2024		\$	20,000,000.00 (5)
LESS: Amount Expected to be Spent in Future Budget Years		\$	1,500,000.00 (6)
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	2,887,900.00
Local Option Sales Tax	(9)	\$	20,117,900.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	7,889,041.00
Motor Vehicle Fee	(12)	\$	702,100.00
Municipal Equalization Fund	(13)	\$	1,840,398.49
Insurance Premium Tax	(14)	\$	-
Nameplate Capacity Tax	(15)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	70,414,967.78

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	36,675,000.00 (17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted in this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		\$	1,500,000.00 (18)
Agrees to Line (6)		\$	1,500,000.00 (18)
Allowable Capital Improvements	(19)	\$	35,175,000.00
Bonded Indebtedness	(20)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements and Joint Public Agency Agreements	(22)	\$	2,186,751.80
Public Safety Communication Project (Statute 66-416)	(23)		
Benefits Paid Under the Firefighters' Career Benefits Act	(23a)		
Local Option Sales and Use Tax within Good Life District	(23b)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	37,361,751.80

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 33,053,215.98
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

**City of Bellevue
IN
Saryp County**

LID COMPUTATION FORM FOR FISCAL YEAR 2024-2025

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 58,532,702.22
Option 1 - (Line 1)

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed lid for one year

Line (1) of Prior Year Lid Computation Form Option (A)

Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) minus line (5)) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) Option (B)

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) Option 2 - (C)

Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %

(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% - %

$\frac{100,000,000.00}{2024 \text{ Value Attributable to Growth per Assessor}} \div \frac{5,641,783,253.00}{2023 \text{ Valuation}} = 1.77$ Multiply times 100 To get %

(3)

3 ADDITIONAL ONE PERCENT COUNCILBOARD APPROVED INCREASE 1.00 %

$\frac{6}{6} = 100.00$ %

of Board Members voting "Yes" for Increase / Total # of Members in Governing Body at Meeting Must be at least 75% (.75) of the Governing Body

(4)

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %

(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %

(6)

Allowable Dollar Amount Increase to Restricted Funds = Line (1) x Line (6) 2,048,644.58

(7)

Total Restricted Funds Authority = Line (1) + Line (7) 60,581,346.80

(8)

Less: Restricted Funds from Lid Supporting Schedule 33,053,215.98

(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 27,528,130.82

(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

City of Bellevue in Sarpy County

2024-2025 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted
Library Improvement (Building)	\$ 250,000.00
Street Improvements	\$ 36,425,000.00
Water Main Extension	\$

**Preliminary Draft
Subject to Change**

Total - Must agree to Line 17 on Lid Support Page 8

\$ 36,675,000.00

Municipality Levy Limit Form

12 of 20 8/14/2024

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		37,184,028.29
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,898,497.15	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)	7,898,497.15	
Tax Request Subject to Levy Limit	(8)	29,285,531.14	
Valuation	(9)	6,095,742,000.00	
Municipality Levy Subject to Levy Authority	(10)	0.480426	
Levy Authority Allocated to Others-			
Airport Authority	(11)	0.000000	
Community Redevelopment Authority	(12)	0.000000	
Transit Authority	(13)	0.000000	
Off Street Parking District Valuation	(14)	0.000000	
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	
Other	(16)	0.000000	
Total Levy for Compliance Purposes	(17)	0.480426	(A)
Levy Authority			
Municipality Levy Limit	(18)	0.450000	
Municipality property taxes designated for interlocal agreements	(19)	2,186,751.80	0.035873
Total Municipality Levy Authority	(20)	0.485873	(B)
Voter Approved Levy Override	(21)	0.000000	(C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 15 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). If an amount is entered on Line 21, a sample ballot and election results **MUST** be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted. Please refer to the statutes to ensure all requirements are met.

City of Bellevue in Sarpy County

2024-2025 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 34,414,880.46
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{\text{2024 Real Growth Value per Assessor}}{\text{Prior Year Total Real Property Valuation per Assessor}} = \text{0.00} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.00 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 688,297.61

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 35,103,178.07

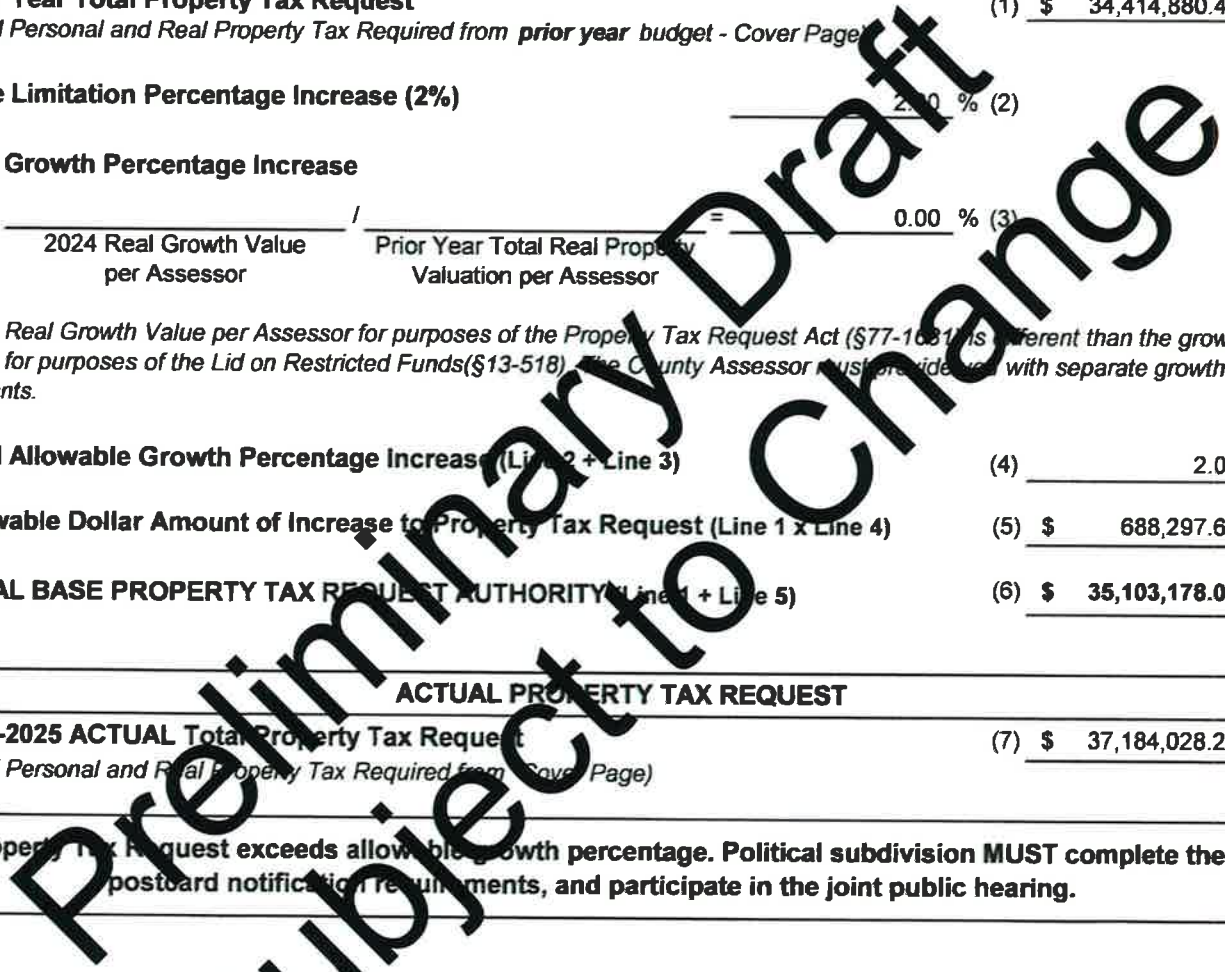
ACTUAL PROPERTY TAX REQUEST

2024-2025 ACTUAL Total Property Tax Request (7) \$ 37,184,028.29
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.



City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 77-501 and 77-513, that the governing body will meet on the _____ day of _____ 2024, at _____ o'clock _____ at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2022-2023 Actual Disbursements & Transfers	91,399,385.85
2023-2024 Actual/Estimated Disbursements & Transfers	\$ 145,733,394.05
2024-2025 Proposed Budget of Disbursements & Transfers	\$ 191,352,079.33
2024-2025 Necessary Cash Reserve	\$ 51,396,134.88
2024-2025 Total Resources Available	\$ 242,748,214.21
Total 2024-2025 Personal & Real Property Tax Requirement	\$ 37,184,028.29
Unused Budget Authority Created For Next Year	\$ 27,528,130.82

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 29,285,531.14
Personal and Real Property Tax Required for Bonds	\$ 7,898,497.15

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the _____ day of September 2024, at _____ o'clock _____ at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2023	2024	Change
Operating Budget	155,630,091.96	191,352,079.33	23%
Property Tax Request	\$ 34,414,880.46	\$ 37,184,028.29	8%
Valuation	5,641,783,683	6,095,742,341	8%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.564572		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2024-2025 property tax request be set at:

General Fund: \$ 29,285,531.14
Bond Fund: \$ 7,898,497.15

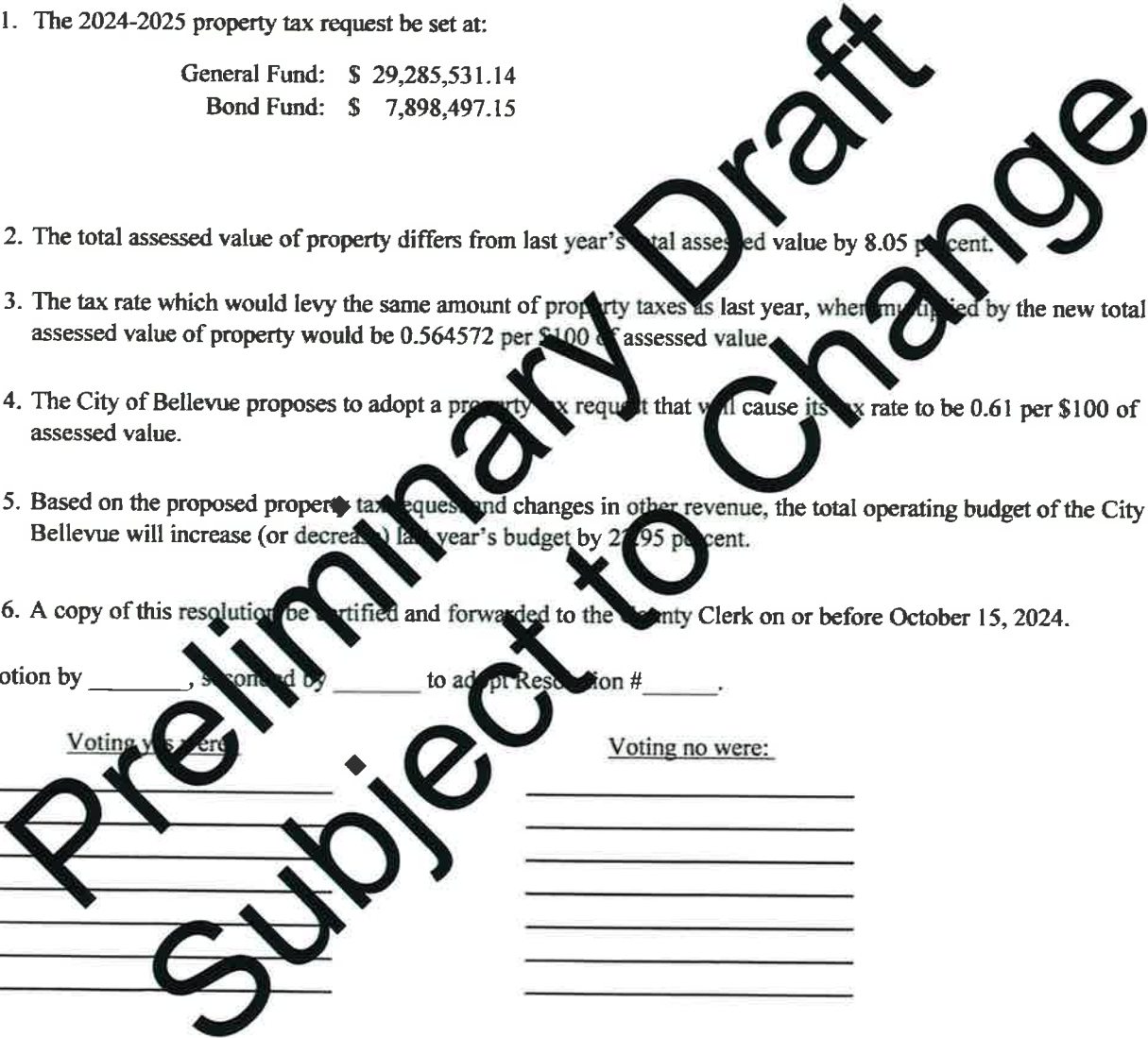
- 2. The total assessed value of property differs from last year's total assessed value by 8.05 percent.
- 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.564572 per \$100 of assessed value.
- 4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.
- 5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 2.95 percent.
- 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2024



**REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024**

City of Bellevue**Sarpy County**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Bellevue, Sarpy County	13-15-22 to 3-15-24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-22 to 9-30-25	IT Services	\$ 116,813.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ -
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing for professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteka Systems	\$ -
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papio Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continued Annually Unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	\$ -
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	\$ -
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	\$ -
Douglas County Sheriff's Office	11/2014 - 1/1/2024 12-1-15 to 1-30-24	Forensic Services	\$ -
Eastern Sarpy County Fire Protection District	13-12-17 to 7-31-17 and automatically renewed for 5 year	To provide fire and rescue services	\$ -
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	\$ 26,000.00
		Amount From Page 2 of 4	\$ 32,500.00
		Amount From Page 3 of 4	\$ 161,824.00
		Amount From Page 4 of 4	\$ 1,500,000.00
Total Amount used as Lid Exemption			<u>\$ 2,186,751.80</u>

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Metropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Omaha	Amended & Restated June 2014 continuing for 60 years 4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 6-30-19 8-1-19 to 6-30-2022 6-1-22 to 6-30-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-13-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Junctional Boundries	
Papio- Missouri Natural Resources District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	4-12-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMNRD)	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-22 to 4-30-23 5-1-23 to 4-30-24	Sharing of costs of ProPhoenix, an integrated Public Safety Software System (Law Records mgmt)	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	

Total Amount used as Lid Exemption

\$ 32,500.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to change and be billed by Sarpy County for use of landfill by Papillon Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement Apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Site	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columbian Fathers Property	
State of NE - Dept. of Roads	Annual 1-1-20 to 12-31-20 1-1-21 to 12-31-21	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	1-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	7-20-19 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWVA - Operation of Bellevue sewer services located within the Agency's jurisdiction	
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00
Total Amount used as Lid Exemption			<u>\$ 161,824.00</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/20/24		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to annex Tax Lot 11C, located in the Southwest 1/4 of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

SYNOPSIS/BACKGROUND:

Tax Lot 11C is a small tax lot owned by Norwest Bank, Nebraska near 36th Street and Highway 370. It is developed with a portion of the Wells Fargo parking lot. The Sarpy County Assessor's Office recently discovered this small lot was inadvertently left out of the Golden Hills annexation package approved in 1983. This ordinance seeks to correct that oversight.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. Staff Memo | 3. Ord. No. 4164 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Bakula

Tammi Palm

Christy R. Kuntz

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 3, 2024

REQUEST: to annex Tax Lot 11C, located in the Southwest ¼ of Section 33, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

On July 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL as presented

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Ackley
	Sims						Jacobson
	Taylor-Jones						Lasenburg
	Aerni						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: July 25, 2024



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

August 13, 2024

To: City Council
Jim Ristow, City Administrator
Rusty Hike, Mayor
From: Angela Curry, Assistant Planning Manager
Subject: Proposed Annexation – Tax Lot 11C

The attached map shows Tax Lot 11C, located south of Highway 370 and east of South 36th Street, along Comstock Avenue. Tax Lot 11C is owned by Norwest Bank, Nebraska. It is developed with a portion of the Wells Fargo parking lot.

This small lot was inadvertently left out of the Golden Hills annexation package approved by the City Council on July 25, 1983. The Sarpy County Assessor’s Office discovered the oversight when noting the parcel was drawn inside the city limits boundary, but it was not accounted for in the meets and bounds description included in the approved annexation package from July 25, 1983.

Staff is recommending Tax Lot 11C be annexed to provide for the continuity of the city limits.

PLANNING COMMISSION RECOMMEDATION:

Approve as presented.



Sarpy County, Nebraska



Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



ORDINANCE NO. 4164

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

TAX LOT 11C, LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 31 day of July, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Sarpy County, Nebraska



Map Scale 1: 2257

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



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

15a.
8/20/2024

COUNCIL MEETING DATE: 08/20/2024	SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution approving and authorizing the Mayor to sign the Annual Certification Program Compliance with the NE Board of Public Roads Classifications and Standards (NBCS).

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually approve the Municipal Annual Certification of Program Compliance to NE Board of Public Roads Classifications and Standards and to approve a Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2024-22: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2024.

ATTACHMENTS:

- | | | |
|--------------------------------------------------------|----------------------------------------------------------------------------|-------------------------|
| 1. <input type="text" value="Resolution No. 2024-22"/> | 2. <input type="text" value="Annual Certification of Program Compliance"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Handwritten signatures:
 Daniel Willis
 Susan Kluthe
 [Signature]

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2024**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. 2024-22

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of Bellevue
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

(Signature of Clerk)

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

15b.
8/20/2024

COUNCIL MEETING DATE: 8/20/2024		SUBMITTED BY: Audit Committee	
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:

Selection of accounting firm to perform annual audit.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to have an annual financial audit. The City is looking to retain an audit firm to perform services over the next five years including the September 30, 2024 fiscal year end audit. BKD, LLP has become Forvis Mazars, LLP. The proposal includes a 6.25% (\$5,750) over FYE2023 for FYE2024 and increases less than 5% for fiscal year audits 2025 through 2028. These increases appear reasonable as Bellevue is growing at 11% per year, by valuation, and expenditures grew 43% in the past year. Also, the rotation of Partner has been addressed previously to ensure an independent, non-biased audit.

FISCAL IMPACT: \$5,750 over last year BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No. A Quote Commitment COUNTER-PARTY: Forvis Mazars, LLP INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Engagement Letters spelling out details will be agreed upon annually.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 10/1/2024 END DATE: 9/30/2029 PAYMENT DATE: INSURANCE REQUIRED: No

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-23 ACCOUNT NUMBER: 6030

RECOMMENDATION:

Administration recommends, and the Audit Committee and Finance Director concur, that Forvis Mazars LLP be engaged to perform audit services for the fiscal years ending 2024 through 2028.

ATTACHMENTS:

1. Resolution 8024-23	2. Proposal	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:

Janice Mullis
[Signature]
[Signature]

RESOLUTION NO. -- 2024-23

BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that the firm of Forvis Mazars, LLP, is hereby approved to perform audit services for the City of Bellevue for the fiscal years ending September 30, 2024, September 30, 2025, September 30, 2026, September 30, 2027 and September 30, 2028, such services to be performed subject to and in accordance with the attached proposal received July 11, 2024.

PASSED AND APPROVED this 20th day of August, 2024.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Information prepared for City of Bellevue, Nebraska

Public Sector

Proposed Fees

Thank you for the opportunity to serve City of Bellevue, Nebraska. Based on our discussions, we expect the following fees.

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed.

Our quoted fee, includes travel costs, if any and an administrative fee. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

These fees do not include any time that may be required to address a restatement of previously audited financial statements, assistance with proper financial reporting and implementation of new accounting standards, excess major federal award programs or consulting assistance with proper financial reporting of GASB 87, *Leases* or GASB 96, *Subscription-Based Information Technology Arrangements*. Accordingly, any such work will be billed based on our hourly rates. In addition, significant activity related to debt financings and capital asset activity will be evaluated annually. Additional audit work to be completed related to this activity will be discussed with management prior to testing and billed based on our hourly rates.

Audit Services* for the Year Ended	
September 30, 2024	\$ 97,750
September 30, 2025	\$102,500
September 30, 2026	\$107,500
September 30, 2027	\$112,750
September 30, 2028	\$118,250

*Includes basic financial statements audit and auditing of up to two (2) major federal award programs.

Hourly Rates

Any work outside the proposed scope will be billed according to our hourly rates.

Staff Level	Hourly Rates
Partner / Principal / Managing Director / Director	\$375–\$550
Senior Manager / Manager	\$275–\$350
Senior Associate / Associate / Consultant	\$200–\$265

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. All information contained within this proposal is proprietary and confidential. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without Forvis Mazars' prior written approval. All information in this proposal is as of June 1, 2024, including projected statistics for Forvis Mazars, unless otherwise noted.



Forvis Mazars

Overview

With a legacy spanning more than 100 years, Forvis Mazars is committed to providing a different perspective and an unmatched client experience that feels right, personal and natural. We respect and reflect the range of perspectives, knowledge and local understanding of our people and clients. We take the time to listen to deliver consistent audit and assurance, tax, advisory and consulting services worldwide.

We nurture a deep understanding of our clients' industries, delivering greater insight, deeper specialization and tailored solutions through people who listen to understand, are responsive and consult with purpose to deliver value.

Global Industry & Services

Forvis Mazars' deep understanding of industry-specific environments, issues and trends helps us anticipate and address evolving needs to prepare you for strategic opportunities ahead.

Every industry is different, and we put a strong focus on specific industry experience and knowledge of your complex and evolving environment. We provide a range of audit and assurance, tax, advisory and consulting services to help your business by bringing together experienced professionals from all over the globe who understand local contexts and cultures.

We serve global industries including:

- Financial Services
- Manufacturing & Distribution
- Technology, Media & Telecommunications
- Life Sciences
- Private Equity

\$5B

Combined Revenue
(2023)

100+

Combined Countries,
Territories & Markets

400+

Combined Offices
& Locations

1,800+

Combined Partners

40,000+

Combined Team Members

forvismazars.com/global

**forvis
mazars**

Forvis Mazars is the brand name for the Forvis Mazars Global network (Forvis Mazars Global Limited) and its two independent members: Forvis Mazars, LLP in the United States and Forvis Mazars Group SC, an internationally integrated partnership operating in over 100 countries and territories.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/20/2024		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval of Waiver Hunting Regulations - Capt. Kurt Stroher or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2024 through 1/31/2025 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroher or Sgt. Don Pleiss.

ATTACHMENTS:

- Listing for approval
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Don Pleiss

2024 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005	D0002050232	415 E. 19th Avenue	7/23/2024	7/30/2024	8/20/2024	
Paul Fettes	1710 Timber Lane	Bellevue	68005	D0002096785	1107 Camp Gifford Road	7/29/2024	7/30/2024	8/20/2024	
Jason T. Fox Sr.	943 Country Road S.	Ashland	68003	D0002085548	301 Washington Street	7/29/2024	7/30/2024	8/20/2024	
Brett Anderson	12202 N. 160th Street	Bennington	68007	D0002040608	301 Washington Street	7/29/2024	7/30/2024	8/20/2024	
Terry Rybar	1723 N. 159th Street	Omaha	68118	D0002090697	1107 Camp Gifford Road	7/29/2024	7/30/2024	8/20/2024	
Jeff Christensen	11040 U Street	Omaha	68137	D0002084539	1403 Bluff Street	8/2/2024	8/5/2024	8/20/2024	
Steve Schneider	6902 South 30th Street	Omaha	68147	D0002103431	1329 Camp Gifford Road	8/2/2024	8/5/2024	8/20/2024	
Michael Shane	8205 Oakwood Street	Ralston	68127	D0002111492	301 Washington Street	8/5/2024	8/5/2024	8/20/2024	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
8/20/2024

COUNCIL MEETING DATE: 8-20-2024		SUBMITTED BY: Shari Lentsch	
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 type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Clinical Affiliation Agreement

SYNOPSIS/BACKGROUND:

The attached affiliation agreement with the School of EMS will allow the students who will be attending paramedic class here in Bellevue to do field shifts with us as part of their program.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the mayor to sign the clinical affiliation agreement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Daniel Hill
Shari Lentsch



CLINICAL AFFILIATION AGREEMENT

Belleuve Fire Department

And

The EMS Training School, LLC, dba School of EMS

This agreement made and entered into this (Date) 8-6-24 by and between Belleuve Fire Dept. (hereinafter referred to as the "clinical site") and the affiliates of the clinical site listed on Exhibit A, and the EMS Training School, LLC, dba School of EMS (hereinafter referred to as "School of EMS") and will continue until either party terminates the agreement.

I. PURPOSE

The clinical site shall provide the School of EMS students with practical experience in EMS-based patient care activities through the clinical site's owned entities and the School of EMS shall provide the student with academic experience.

II. RESPONSIBILITIES OF THE CLINICAL SITE

The clinical site shall:

- A. Provide cooperation to ensure students of the School of EMS receive an effective clinical experience.
- B. Provide a suitable clinical experience situation as prescribed by the curriculum provided by the School of EMS and outlined by the National Highway Traffic Safety Administration.
- C. Assist with clinical teaching and supervision of agreed upon number of students of the School of EMS.
- D. Ensure the standards of patient care established by the clinical site remain in control of the employees.
- E. Reserve the right to determine the manner in which the clinical site's owned equipment and supplies shall be used and operated.
- F. Provide a contact person for the School of EMS at the clinical site so as to facilitate interaction between the training program and our system.

III. RESPONSIBILITIES OF THE SCHOOL OF EMS

The School of EMS shall:

- A. Ensure that students who use the clinical site's facilities will abide by the clinical site's policies.
- B. Ensure students of the School of EMS will have professional liability insurance in the appropriate amount prior to beginning clinical experience with the clinical site.
- C. Ensure each student has been provided infection control training as outlined by the Department of Transportation knowledge objectives for EMS courses.
- D. Ensure each student has been provided HIPAA training in accordance with the Federal and State guidelines.
- E. Ensure each student has been cleared through a background check to include the federal inclusion/exclusion list.
- F. Ensure each student has passed a 10-panel drug screen.
- G. Ensure that documentation has been established by the School of EMS on how students are determined to be proficient in both basic and advanced skills which are expected to be utilized in the clinical internship setting.
- H. Provides each student a Competency Check List so that the student may present this to the clinical site's facility they are assigned to during all internship assignments.
- I. Consider promptly any complaint made by the clinical site against a student in accordance with the School of EMS standards and procedures of disciplinary action.
- J. Shall provide preceptor training to relevant clinical site staff at the clinical location(s) or via online services.



IV. HOLD HARMLESS

The School of EMS agrees and is bound to hold the clinical site whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by this contract or any activities or from any act or omission of any teacher or student involved in the School of EMS.

V. RESPONSIBILITIES OF THE CLINICAL SITE AND THE SCHOOL OF EMS

The clinical site and the School of EMS shall:

- A. Agree upon the number of students to be placed at the clinical site for clinical rotations.
- B. Revise and modify this contract in writing if both parties agree to the revision or modification.

VI. TERMINATION

This contract may be terminated by either party upon one hundred eighty (180) days written notice to the other party by registered mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

VII. DISCRIMINATION

The clinical site and the School of EMS shall not lawfully discriminate in their respective performance of this contract.

VIII. CONTACT PERSONS

The contact person and authorized designee of the **School of EMS** for the purposes of this agreement is:

Name: Amber Jameson Title: Clinical Services Manager
 Email: ajameson@schoolofems.org Office Phone: (903) 405-4759 Main Phone: 888-390-5081
 Address: 115 Jordan Plaza Blvd. Suite 200. Tyler, Texas 75704 Website: www.schoolofems.org

The contact person and authorized designee of the **Clinical Site** for the purposes of this agreement is:

Name: Shari Lentsch Title: EMS Supervisor
 Email: shari.lentsch@bellevue.net Office Phone: 402-591-4531 Cell Phone: 402-917-6779
 Physical Address / City / State / Zip: 211 W. 22nd Ave Bellevue, NE 68005
 County: Sarpy Website: Bellevue.net

EXECUTED on _____ The clinical site and the School of EMS have executed this agreement by and through one of its duty authorized officers, thereby binding themselves, their successors, and assignees and representatives for the faithful and full performance of the terms and provisions of this contract.

The EMS Training School, LLC, dba School of EMS

Signature: _____
 Name: _____
 Title: _____
 Date Signed: _____

Signature: _____
 Name: TC Howard
 Title: Chief Operating Officer
 Date Signed: _____

Signature: _____
 Name: _____
 Title: _____

Signature: _____
 Name: Amber Jameson
 Title: Clinical Services Manager



Exhibit A

Clinical Site Affiliates Covered Under Signed Agreement

Please list each department, station, or clinical site location available for student clinical rotations.
Include the full name, address, city, state, & county.

Bellevue Fire Dept District 1
211 W 22nd Ave Bellevue, NE 68005

Bellevue Fire Dept District 2
2110 Fairview St Bellevue, NE 68005

Bellevue Fire Dept. District 3
9400 S. 36th St Bellevue, NE 68147

Bellevue Fire Dept. District 4
13501 S. 35th St Bellevue, NE 68123



Student Clinical Rotation Request Information

Student Onboarding

Is there an onboarding process the student must go through before requesting clinical rotations? Yes No

If yes, please list the name & contact information of the person who oversees this process.

Name: Phone: Email:

This will be done through SOE

Student Scheduling

List the name and contact information of the person who oversees the scheduling process.

Name: Sam Glover Phone: 402-212-5260 Email: sam.glover@bellevue.net

Please Check One:

The students can schedule directly with this person once they are approved to start clinical rotations.

Scheduling needs to go through the school; students should not contact us directly for scheduling.

X scheduling for clinical rotations should be through the school. Field shifts are through BTD.

Please list any information we need to share with the student regarding scheduling and/or onboarding:

Clinical rotations scheduled through SOE on days/dates designated by Glover.

Field rotations will be scheduled through Sam Glover.

The SOE Clinical Services team will follow up with the Onboarding & Scheduling people once the agreement is finalized.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
8/20/2024

COUNCIL MEETING DATE: 08/20/24		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Contract with Heartland Natural Gas for Commodity Supply

SYNOPSIS/BACKGROUND:

This item is a proposed contract with Heartland Natural Gas (HNG to become a commodity supplier for Bellevue City's accounts. While the delivery and transmission systems remain with Black Hills Energy, the commodity cost will now come from HNG, potentially saving the city \$10,000 per year.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

1. <input type="text" value="HNG Contract"/>	2. <input type="text" value="HNG Commodity Cost Worksheet"/>	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:

Daniel Willis

[Signature]

[Signature]



Company City of Bellevue
 Premise 22 Locations in Bellevue, NE
 Account # 4159-7632-91

Black Hills Energy vs Heartland Natural Gas

Bill Month	Bill Read Dates	Usage	Usage (split)	Gas Cost Component (PGA)	AVOIDED 2021 Winter Polar Vortex Surcharge	BHE Commodity Cost	Avoided Commodity Cost	HEARTLAND NATURAL GAS		Paid Commodity Cost	Savings	Savings Percentage
								HNG Commodity Cost	Gas Cost Component			
August-23	07/02/23	1,563	1,511	\$0.39609	\$0.16015	\$840.42	\$968.64	\$0.36900	\$557.52	\$576.07	\$292.57	34%
	08/01/23		52	\$0.38146	\$0.16015	\$28.22		\$0.35600	\$18.55			
September-23	08/01/23	1,462	1,416	\$0.38146	\$0.16015	\$767.09	\$796.23	\$0.35600	\$504.21	\$520.93	\$275.30	35%
	09/01/23		46	\$0.47776	\$0.16015	\$29.14		\$0.36600	\$16.72			
October-23	09/01/23	1,722	1,611	\$0.47776	\$0.16015	\$1,027.61	\$1,097.38	\$0.36600	\$589.59	\$630.36	\$467.02	43%
	10/02/23		111	\$0.46789	\$0.16015	\$69.77		\$0.36700	\$40.77			
November-23	10/02/23	2,948	2,850	\$0.46789	\$0.16015	\$1,789.75	\$1,849.34	\$0.36700	\$1,045.85	\$1,090.76	\$758.58	41%
	11/01/23		98	\$0.44625	\$0.16015	\$59.59		\$0.45700	\$44.91			
December-23	11/01/23	8,478	8,195	\$0.44625	\$0.16015	\$4,969.69	\$5,148.44	\$0.45700	\$3,745.30	\$3,882.64	\$1,265.80	25%
	12/01/23		283	\$0.47238	\$0.16015	\$178.75		\$0.48600	\$137.34			
January-24	12/01/23	12,662	11,871	\$0.47238	\$0.16015	\$7,508.53	\$8,002.31	\$0.48600	\$5,769.12	\$6,154.52	\$1,847.79	23%
	01/02/24		791	\$0.46381	\$0.16015	\$493.79		\$0.48700	\$385.40			
February-24	01/02/24	20,493	19,810	\$0.46381	\$0.16015	\$12,360.59	\$12,810.88	\$0.48700	\$9,647.42	\$10,025.86	\$2,785.03	22%
	02/01/24		683	\$0.49905	\$0.16015	\$450.30		\$0.55400	\$378.44			
March-24	02/01/24	9,479	8,294	\$0.49905	\$0.16015	\$5,467.49	\$6,125.03	\$0.55400	\$4,594.95	\$4,982.40	\$1,142.63	19%
	03/04/24		1,185	\$0.39480	\$0.16015	\$657.55		\$0.32700	\$387.45			
April-24	03/04/24	8,032	7,478	\$0.39480	\$0.16015	\$4,149.95	\$4,467.93	\$0.32700	\$2,445.33	\$2,599.32	\$1,868.61	42%
	04/02/24		554	\$0.41389	\$0.16015	\$317.98		\$0.27800	\$153.99			
May-24	04/02/24	3,653	3,527	\$0.41389	\$0.16015	\$2,024.66	\$2,090.47	\$0.27800	\$980.52	\$1,013.52	\$1,076.96	52%
	05/01/24		126	\$0.36234	\$0.16015	\$65.82		\$0.26200	\$33.00			
June-24	05/01/24	1,744	1,635	\$0.36234	\$0.16015	\$854.27	\$911.73	\$0.26200	\$428.37	\$463.14	\$448.59	49%
	06/02/24		109	\$0.36701	\$0.16015	\$57.46		\$0.31900	\$34.77			
July-24	06/02/24	1,373	1,281	\$0.36701	\$0.16015	\$675.54	\$713.00	\$0.31900	\$408.79	\$442.66	\$270.35	38%
	07/02/24		92	\$0.40929	\$0.00000	\$37.46		\$0.37000	\$33.87			
Total		73,609	73,609				\$0.60973	\$0.43992	\$32,382.18		\$12,499.23	28%

This Natural Gas Purchase Agreement is between City of Bellevue, having an address at 1500 Wall Street, Bellevue, NE 68005 (Buyer) and Heartland Natural Gas, LLC, having an address at 8540 Executive Woods Drive, Suite 500, Lincoln, NE 68512 (Seller).

Buyer's Obligations:

- Pay all invoices due to Seller at the time of receipt.
- Provide Seller with advanced notice of any significant change in Buyer's expected natural gas usage.
- To purchase all natural gas delivered, to the locations listed below according to the terms on Exhibit A (Pricing & Term), the Term will not coincide with the signature date of this Agreement due to time needed by the Local Delivery Company (Utility) to enroll Buyer for service.

Please refer to Exhibit B

Seller's Obligations:

- Secure necessary transport capacity in accordance with Buyer's MDQ as defined by the Utility.
- Provide the necessary nominations and balancing procedures for Buyer's locations listed above pursuant to the Utility and pipeline requirements and tariffs.
- Invoice Buyer according to volumes presented to Seller by the Utility and at the terms set forth in this agreement and any amendment following.

Volume Obligations: Seller agrees to provide all necessary gas to meet Buyer's daily requirements. Buyer is making no commitment to consume any certain amount of natural gas during the term of this agreement provided Buyer's Utility account remains. Should buyer's Utility account close indefinitely this will constitute a Default by buyer and Buyer will be obligated to fulfill its obligation in the remedies of default per the agreement.

Payment: Seller shall invoice Buyer for all commodity costs associated with supplying natural gas to Buyer's local Utility's Citygate. Seller's billing cycle will coincide with Buyer's Utility meter read cycle. All payments are due immediately upon receipt of invoice and will be considered past due following 30 days after issuance. Any late payment will be assessed either a \$10 charge or a 12% annual interest on any unpaid amounts, whichever is greater. NSF and return payments will be assessed a \$65 fee. Buyer is solely responsible to the LDC for other charges relating to the delivery of gas to their facility.

Extension: Following the original, OR amended term, this contract shall continue on a monthly basis from the last month of the most current Exhibit A. Buyer's price will be determined by the pricing set forth in the most current amended term prior to the monthly continuance. Either party may terminate the extension with a minimum of a 30 day written notice before the 1st day of the calendar month in which supply is to be stopped. Terminations between the months of November through March will not be effective until April due to the Black Hills Energy's rules and switching policies. Termination prior to original or amended term shall be considered an Event of Default.

GENERAL CONDITIONS

Credit: Should Buyer submit two (2) late payments within a six (6) month period the Seller has the ability to request up to sixty (60) days security deposit from Buyer. Deposits will be calculated as follows ((MDQ x (Market Value + Seller's fees)). Should Buyer not be able to provide deposit within twenty (20) days from written notice, then Buyer is considered in Default.

Dispute Resolution: Buyer and Seller agree to conduct good faith negotiations to resolve any and all disputes, controversies, or claims. Should good faith negotiations fail, Buyer and Seller agree to Arbitration. All disputes, controversies, or claims arising out of or relating to this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. Arbitration shall have a limit of two (2) days and shall be held in Lancaster County in the state of Nebraska.

Assignment: Seller shall have the right to assign this Agreement to its successors and assigns, so long as such assignee has assumed in writing all of the obligations of Seller under this Agreement and agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment. Buyer may not assign this Agreement without the prior written consent of Seller, not to be unreasonably withheld, conditioned or delayed.

FERC Approved Interstate Rate Adjustments: In the event, the Federal Energy Regulatory Commission (FERC) authorizes a tariff change, a rate change, and/or the imposition of a surcharge impacting service on any applicable upstream interstate pipeline (including but not limited to the Northern Natural Gas pipeline and the Natural Gas Pipeline of America), Seller shall have the right to adjust Buyers monthly price consistent with such FERC authorization. Such adjustment shall include any increase in such interstate rates or surcharges, as well as any reduction in such rates associated with the interstate pipeline's payment of refunds resulting from any final FERC order. Once Seller notifies

Buyer of such price change, Buyer has thirty (30) days to terminate the agreement with Seller without penalty.

Force Majeure: Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornados, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction.

Event of Default: In the Event of Default by Buyer, Buyer is responsible for all previously invoiced amounts, all costs associated with Buyer's pro-rata share of future obligations already committed to by Seller (such obligations include, but are not limited to, capacity reservations & Seller's fee). Seller has 10 business days following the Default date to provide an accounting to Buyer of all amounts due. In the Event of Default by Seller, Buyer's service location(s) are returned to Utility, per Utility tariff, without fees, interruption of service, or delay. In the Event of Default by Seller all unpaid invoices are still owed by Buyer.

Limitations of Liability: LIABILITY IS LIMITED TO DIRECT ACTUAL DAMAGES (INCLUDING ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. SELLER WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.

THE PARTIES INDICATE THEIR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT BY SIGNING BELOW:

Seller: Heartland Natural Gas, LLC

BY: _____

TITLE: _____

DATE: _____

Buyer: City of Bellevue

BY: _____

TITLE: _____

DATE: _____

Exhibit A

This Exhibit A to the base Natural Gas Purchase Agreement between City of Bellevue, having an address at 1500 Wall Street, Bellevue, NE 68005 (Buyer) Heartland Natural Gas, LLC., having an address at 8540 Executive Woods Drive, Suite 500, Lincoln, NE 68512 (Seller).

PRICING TERMS:

Effective September 2024 through August 2025, Buyer's natural gas price will change monthly as determined by Ventura Monthly Index plus Seller's fee of up to \$0.15 per therm in the summer months (Apr-Oct) and up to \$0.19 per therm in winter months (Nov-Mar).

PLEASE PROVIDE AN EMAIL ADDRESS FOR ELECTRONIC BILLING:

Name: _____ email: _____ phone: _____

Name: _____ email: _____ phone: _____

THIS OFFER IS VALID UNTIL THE CLOSE OF BUSINESS (5PM CST) ON **AUGUST 9TH, 2024.**

Seller: Heartland Natural Gas, LLC

Buyer: City of Bellevue

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/20/2024		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual workplace harassment training agreement.

SYNOPSIS/BACKGROUND:

Each year the City provides harassment prevention training to all full-time employees. We have used Traliant as our training provider for the last 3 years and are looking to extend our contract service with them for another year.

FISCAL IMPACT: \$3,945 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Traliant Operating LLC INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 09/02/2024 CONTRACT TERM: 1 year CONTRACT END DATE: 09/01/2025

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: ACCOUNT NUMBER:

RECOMMENDATION:

Approved one-year service agreement

ATTACHMENTS:

- 1. Traliant Service Renewal Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Potholun

[Signature]

[Signature]



Exhibit A

ORDER FORM

CLIENT NAME: City of Bellevue

ORDER TERM: 1 Year, 09/02/2024 – 09/01/2025

Products

Products	Details
Courses	Preventing Workplace Harassment
Language(s)	English
Advanced Customizations	
Hosting (Traliant/Client/Both)	Traliant
Client LMS (Name)	

Total Annual Investment

Year	Item	# Learners*	Cost / Learner	Total Annual Investment
Year 1	Implementation Fee = \$195.00	250	\$15.00	\$3,945.00

**Client may purchase additional Authorized Learners during the initial term at the annual cost per learner listed above for each year, invoiced by Traliant.*

The Annual Investment Includes:

- Traliant's Standard Customizations (a customized introduction for each course purchased; adding your logo on each slide of the courses; embedding your policies in the courses)
- SCORM files for self-hosting or hosting on the Traliant Learning Center (TLC)
- Customized Certificate with Client's logo

Counterparts. This Order may be executed in any number of counterparts, each of which when so executed will be deemed as an original, and all of which together, shall constitute one and the same agreement. Signatures sent by email (including scanned images of signatures forwarded by email) shall have the same binding effect as original signatures.

Except as otherwise specifically modified by this Order, all other terms and conditions of the Agreement dated on September 2, 2020 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Order as of the Order Effective Date.

TRALiant OPERATING, LLC

City of Bellevue

Signature: _____

Signature: _____

Printed Name: Levent Onar

Printed Name: _____

Title: Director of Customer Success

Title: _____

Date: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replacement of Storm Sewer at 25th and Chandler Hills

SYNOPSIS/BACKGROUND:

Excavate and remove failed CMP piping from south side of Chandler Hills to Emiline. Connect to existing manhole and grate inlet with concrete collars around piping. Replace street pavement with concrete. Install 50 LF of 24" RCP and 260 LF of 36" RCP storm sewer piping.

FISCAL IMPACT: \$117,884.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Proposal from Heimes Corp to complete emergency repairs

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

Recommendation to authorize Heimes Corp to replace failed CMP with 24" & 36" piping not to exceed \$117,884.00.

ATTACHMENTS:

1. Proposal	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:

Linnea Bortillon
[Signature]
[Signature]



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date **8/08/2024**
Phone **402.293.3127**
Email Bobby.riggs@bellevue.net
Job Info **25th and Chandler Hills**
CMP Storm Sewer Repair

Storm Sewer Replacement -Slip line replacement:

Mobilize to site and vacuum excavate marked utilities
Remove 620 SF street pavement to gain access to tie in structures
Proof existing CMP piping to verify HDPE installation
Furnish and install SDR 32.5 HDPE inside existing CMP piping from south of Chandler Hills to Emiline
Connect to existing manhole and grate inlet with concrete collars around piping
Replace street pavement with 9" of L-65 concrete
Backfill with existing soils

BID PRICE \$ 115,498.00

-Open cut line replacement:

Mobilize to site and vacuum excavate marked utilities
Remove 1,100 SF street pavement and 480 SF sidewalks to gain access to existing CMP
Excavate and remove failed CMP piping from south side of Chandler Hills to Emiline
Connect to existing manholes and grate inlet with concrete collars
Furnish and install 50 LF of 24" RCP and 260 LF of 36" RCP storm sewer piping
Replace street pavement with 9" of L-65, sidewalks with 4" L-65, and handicap ramps per standards
Install S150 erosion control fabric with seed over work area
Backfill with existing soils

BID PRICE \$ 117,884.00

Notes:

No performance bond has been included
No surveying, staking or compaction testing has been included
All communication with homeowners to be through the City of Bellevue
No maintenance of seeding has been included
No concrete testing has been included
No asphalt patching or replacement has been included – pavement will be saw cut before replacement and poured to existing pavement
No engineering has been included
Heimes Corp will install as large of HDPE that will fit inside existing CMP on the slip line option
Manhole in Chandler Hills will be rebuilt with existing materials after tie of new piping
No winter conditions have been included – Heimes Corp will attempt to fix prior to winter season

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/20/2024		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 240604 Box Culvert Wingwalls Reconstruction - Ft Crook and Cary St

SYNOPSIS/BACKGROUND:

Due to the recent rain event in May, the concrete wingwall of the box culvert located under Cary St just west of Ft Crook Road collapsed and is in need of repair. HGM Associates submitted a design engineering proposal in the total amount of \$20,000. This amount includes an allowance for permitting and wetland delineation.

FISCAL IMPACT: \$20,000 BUDGETED FUNDS: GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: HGM Associates INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: HGM Associates design engineering for concrete wingwall

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Box Culvert Wingwalls Reconstruction - Ft Crook and Cary St

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: 10-15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in the amount of \$20,000 for design engineering for the reconstruction of the box culvert wingwall located at Cary St and Ft Crook Rd

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Linnea Bergeson
[Signature]
[Signature]



July 8, 2024

Mr. John Krager, P.E.
City Engineer
Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

Subject: Culvert Wing Failure
HGM Proposal No. 000724-110

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the General Provisions labeled as Exhibit B.

HGM will provide Basic Services including survey and design of culvert repairs. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimated to be \$20,000. This amount includes an allowance of \$3,000 for HGM to complete permit applications and provide some reasonable follow-up work that may be required by the permitting agencies. Further follow up work may be required by agencies and will be considered additional services. The fee amount also includes a \$5,000 allowance for wetland delineation that may be required by a permitting agency. If Additional Services are necessary, they will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. John Krager, P.E.

July 8, 2024

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your Notice to Proceed. We estimate final plans and specifications can then be completed by August 30, 2024. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to the start of our work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated July 8, 2024, between: CITY OF BELLEVUE (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Culvert Wing Failure
HGM Proposal Number 000724-110

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. Evaluate condition of the existing box culvert
 - a. Conduct field inspection and prepare a short condition report.
 - b. Discuss condition with City to confirm whether the box culvert is in a condition that warrants repair.
2. Develop concept and cost estimate for two options to repair wing
 - a. Concepts to include concrete wing repair and sheet pile wing repair.
 - b. Discuss concepts with the City, determine which concept will be developed for construction.
3. Survey
 - a. Topographic survey of the site as required for construction plans.
 - b. Preparation of an easement exhibit to be used by City staff to obtain a temporary easement for construction.
4. Develop final design plans suitable for taking bids for construction
 - a. Plans will include technical specifications if possible. Separate specification pages will be developed if necessary.
 - b. Prepare bid specifications for a public bid letting.
 - c. Prepare applications for permits from the railroad, USACE and PMRNRD, as required. A \$3,000 allowance is included in the fee for this work, but the actual amount will be determined based on additional requests, which are unknown to us at this time, that may be made by the permitting agency.
5. Wetland Delineation
 - a. If required by a permitting agency (USACE), HGM will subcontract for wetland delineation as required by the agency. A \$5,000 allowance is included in the fee for this work, but the actual amount will be determined at the time of the request from the permitting agency.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. None.

This is an exhibit attached to and made part of the letter agreement dated July 8, 2024, between: CITY OF BELLEVUE (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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 Contract 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.

Date: _____

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By:

By:



Name:

Name: Stephen W. Moffitt

Title: Structural Project Manager

Title:



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 20, 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:

Closing of Project: 2024 Trail Renovations (BPW#240106)

SYNOPSIS/BACKGROUND:

On February 20, 2024 The Honorable Mayor and City Council approved the 2024 Trail Renovations with an original estimated cost of \$316,374.50. The final cost of the project is \$328,097.13 at closing, which is an overrun of \$11,722.63.

FISCAL IMPACT: \$328,097.13 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Earnest Construction Group INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW#240106 - 2024 Trail Renovations

CONTRACT EFFECTIVE DATE: 2/20/2024 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2024 Trail Renovations

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

CIP PROJECT NAME: PK23(1) CIP PROJECT NAME: Bike/Hike Trail Renovations

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11

RECOMMENDATION:

Approve final payment application in the amount of \$33,248.46. Approve Final Change Order in the amount of \$11,722.63 to account for the contract overrun. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- Final progress estimate
- Final Change Order
- Certificate of Substantial Completion
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Bonville

[Signature]

[Signature]

Certificate of Substantial Completion

Project: 2024 Trail Renovations	Owner: City of Bellevue	Owner's Contract No.:
Contract:		Date of Contract: February 20, 2024
Contractor: Earnest Construction		Engineer's Project No.: BPW-240106

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
 The following specified portions:

August 8, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities
 Not Amended

Owner's Amended Responsibilities:

None

Contractor's Amended Responsibilities:

None

The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	<u>8/8/24</u> Date
 Accepted by Contractor	<u>8/8/24</u> Date
Accepted by Owner	Date

WORK CHANGE DIRECTIVE

No. **1 (Final)**

DATE OF ISSUANCE 8/21/2024

EFFECTIVE DATE 8/21/2024

OWNER	<u>City of Bellevue</u>
CONTRACTOR	<u>Earnest Construction</u>
Contract:	<u>February 20, 2024</u>
Project:	<u>2024 Trail Renovations</u>
OWNER'S Contract No. <u>N/A</u>	ENGINEER'S Project No. <u>BPW-240106</u>

You are directed to proceed promptly with the following change(s):

Description: Trail repairs are to be completed in a manner consistent with the contract in quantities as directed by the engineer in the field.

Purpose of Work Change Directive: The purpose of this change order is to balance final quantity overruns and underruns for this contract. The additional amount listed below is necessary to balance the contract based on actual quantities as field measured. Repairs were performed as deemed necessary based on conditions observed in the field and marked by the engineer.

Attachments: (List documents supporting change) n/a

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (decrease) in Contract Price: **\$11,722.63**
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days;
Ready for final payment: days.

ISSUED TO:
Earnest Construction
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By:

By:

P2024-73654

PERIODIC COST ESTIMATE CITY of BELLEVUE Engineering Department				Estimate No. 5 (FINAL)			
Project Description: 2024 Trail Renovations				Project No. BPW-249106			
Owner: City of Bellevue 1500 Wall Street Bellevue NE 68005				Page 1 of 1			
Contractor: Earnest Construction Group, Inc. 11507 S 42nd St., Ste. #109 Bellevue, NE 68123				Period Ending: August 10, 2024			
				Date of Estimate: August 8, 2024			
				Percent Completion: 103.71%			
				Current Contract Amt: \$316,374.50			
				Estimated Completion: 8/8/2024			
Item No.	Description	Unit	Unit Price (\$)	Quantities			Amount (\$)
				Contract	Actual	%	
1.	INSTALL CONSTRUCTION ENTRANCE	EA	\$500.00	2.00	1.00	50%	500.00
2.	INSTALL STRAW WATTLE	LF	\$5.00	100.00	32.00	32%	160.00
3.	INSTALL CONCRETE WASHOUT	EA	\$500.00	2.00	2.00	100%	1,000.00
4.	REMOVE MULTI-USE TRAIL	SF	\$0.80	28,050.00	28,050.00	100%	22,440.00
5.	UNSUITABLE SUBGRADE MATERIAL	CY	\$10.00	125.00	0.00	0%	0.00
6.	CONSTRUCT 6-INCH PCC MULTI-USE TRAIL (TYPE L65)	SF	\$6.50	31,081.00	32,165.25	103%	209,074.13
7.	CONSTRUCT PCC CURB RAMP	SF	\$40.00	84.00	150.50	179%	6,020.00
8.	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)	SF	\$0.00	16.00	16.00	100%	0.00
9.	INSTALL SEEDING WITH PENN MULCH (ESTABLISHED QUANTITY)	AC	\$1,500.00	1.39	1.39	100%	2,085.00
10.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	\$500.00	1.00	1.00	100%	500.00
11.	REPAIR CURB AND GUTTER	LF	\$40.00	30.00	26.00	87%	1,040.00
12.	MOBILIZATION/DEMOBILIZATION	LS	\$50.00	1.00	1.00	100%	50.00
13.	TOWING	HR	\$50.00	1.00	0.00	0%	0.00
<i>Twin Ridge II (Add Alternate)</i>							
14.	INSTALL STRAW WATTLE	LF	\$5.00	25.00	0.00	0%	0.00
15.	REMOVE MULTI-USE TRAIL	SF	\$1.00	9,511.00	9,511.00	100%	9,511.00
16.	UNSUITABLE SUBGRADE MATERIAL	SF	\$10.00	25.00	0.00	0%	0.00
17.	CONSTRUCT 6-INCH PCC MULTI-USE TRAIL (TYPE L65)	SF	\$7.00	10,041.00	10,711.00	107%	74,977.00
18.	QUANTITY)	AC	\$1,500.00	0.36	0.36	100%	540.00
19.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	\$100.00	1.00	1.00	100%	100.00
20.	MOBILIZATION/DEMOBILIZATION	LS	\$100.00	1.00	1.00	100%	100.00
I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.				Total Amount Completed Work to Date:		\$328,097.13	
				Less Amount Retained (10%):		\$0.00	
I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.				Less Previous Payments to Contractor:		\$294,843.67	
				Total Amount Now Due Contractor:		\$33,248.46	
Earnest Construction Group, Inc. <i>8/8/24</i> Earnest Construction Group, Inc. by <i>[Signature]</i> Date				Breakdown of Materials Delivered:			



[Handwritten Signature]
8/8/24

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
8/20/2024

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Temporary Intersection Control for Fort Crook Road & Childs Road

SYNOPSIS/BACKGROUND:

Olsson will provide professional engineering services for the Temporary Intersection Control for Fort Crook Road and Childs Road., to include project management, data collection, and temporary signal control evaluation, plan and signal design.

FISCAL IMPACT:: \$20,698.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Temporary Intersection Control for Fort Crook Road & Childs Road

START DATE: 8/20/2024 END DATE: 9/20/2024 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional engineering services agreement between the City of Bellevue and Olsson for the Temporary Intersection Control for Fort Crook Road and Childs Road in the amount not to exceed \$20,698.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amber Portillo

[Signature]

[Signature]



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

August 15, 2024

City of Bellevue, NE
Attn: Dave Goedeken
1510 Wall Street
Bellevue, NE 68005

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Temporary Intersection Control (the "Project")
Fort Crook Road & Childs Road in Bellevue, Nebraska

Dear Mr. Goedeken:

It is our understanding that City of Bellevue, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 8/20/2024
Anticipated Completion Date: 9/20/2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.2, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$20,698.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Kara A. Kosiski
Kara Kosiski, PE, PTOE
Senior Engineer

By Shane A. King
Shane King, PE, PTOE
Project Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BELLEVUE, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Fee Tables

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 15, 2024 between City of Bellevue, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Fort Crook Road & Childs Road in Bellevue, Nebraska

Project Description: Temporary Intersection Control

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 - Project Management

Task 101 – General Project Management

Olsson will provide the following project management activities:

- Respond to project related phone calls, emails, and communication
- Coordinate work of the project team
- Maintain project schedule and budget
- Prepare progress reports and invoices

Task 101 – General Project Meetings

Olsson will conduct two virtual meetings during the project. One to discuss and select a preferred temporary intersection control alternative and one virtual progress meeting during design of the temporary signal.

Phase 200 – Data Collection

Olsson will coordinate with All Traffic Data Services to collect vehicular traffic count data will be collected for the typical weekday AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) periods at the intersection of Fort Crook Road & Childs Road. The data collection task will entail reduction of traffic data and documentation of roadway geometry.

Phase 300 – Temporary Intersection Control Evaluation

Olsson will conduct an intersection control evaluation for the intersection of Fort Crook Road & Childs Road to determine if movements should be restricted until a temporary signal can be installed. Traffic control guidance contained in the Manual on Uniform Traffic Control Devices (MUTCD), 11th Edition will be evaluated.

Based on results of the evaluation, Olsson will develop alternatives for temporary traffic control which may include movement restrictions until a temporary signal can be installed. The study results will be documented in a memorandum to be submitted to the Client for review. After the Client reviews the draft memorandum, a meeting will be held to discuss the alternatives and select a preferred alternative for temporary traffic control design.

Phase 400 – Temporary Traffic Control Plan:

Olsson will provide temporary traffic control plans for the recommended temporary intersection control. Temporary traffic control design will meet City of Bellevue and MUTCD standards. It is not anticipated that a detour plan will be required.

Phase 500 – Temporary Signal Design

Olsson will provide a temporary traffic signal design and modifications to the existing signal at the intersection of Fort Crook Road and Childs Road. It is anticipated that wood poles and span wires will be required for the eastbound and westbound approaches due to the windstorm that damaged the existing truss structure on July 31, 2024. It is anticipated that the existing signal poles, mast arms, and signal heads for the northbound and southbound and existing signal controller/ cabinet will be used in place for the temporary signal. However, it is anticipated that new wiring will be needed for the southbound approach. Olsson will conduct one (1) site visit during the project to verify site features with the proposed design work. Design will follow City of Omaha standard plates and specifications.

It is assumed that the existing signal timing parameters will be used and the contractor/supplier is responsible for the signal turn on and any additional controller settings.

It is assumed that the remaining signal infrastructure will be evaluated and a permanent signal design will be completed as part of a future contract.

Exclusions

Excluded from this scope of services are the following:

- Utility Relocation Design
- Lighting Design
- Bidding Support
- Construction Administration/Inspection

**Appendix A
Total Project Fee**

Study

Task No.	Task Description		Fee Estimate
1	Project Management		\$1,696.00
2	Project Meetings		\$902.00
3	Data Collection		\$212.00
4	Temporary Intersection Control Evaluation		\$4,528.00
5	Temporary Traffic Control Plan		\$1,416.00
6	Temporary Signal Design		\$11,444.00
7	0		\$0.00
8	0		\$0.00
9	0		\$0.00
10	0		\$0.00
11	0		\$0.00
	Expenses		\$500.00
		Total Project Cost	\$20,698.00

PAY RATES

Overhead Rate : **0.00%**

Profit : **0.00%**

Personnel		Total Hr.	Salary \$ Per Hr.	Labor Cost	Total Cost
Senior Team Leader	STL	0	\$273.00	\$0	\$0.00
Group Leader / Project Manager / Lead Engineer	GL/PM/LE	38	\$239.00	\$9,082	\$9,082.00
Senior Engineer	SE	31	\$212.00	\$6,572	\$6,572.00
Project Engineer	PE	0	\$188.00	\$0	\$0.00
Engineer	Eng	0	\$162.00	\$0	\$0.00
Associate Engineer	AE2	32	\$142.00	\$4,544	\$4,544.00
Assistant Engineer	AE1	0	\$126.00	\$0	\$0.00
Lead Planner	LP	0	\$218.00	\$0	\$0.00
Senior Planner	SP	0	\$193.00	\$0	\$0.00
Project Planner	PP	0	\$159.00	\$0	\$0.00
Planner	Plan	0	\$138.00	\$0	\$0.00
Associate Planner	AP2	0	\$119.00	\$0	\$0.00
Assistant Planner	AP1	0	\$102.00	\$0	\$0.00
Design Associate	DA	0	\$141.00	\$0	\$0.00
Senior Technician	ST	0	\$114.00	\$0	\$0.00
Associate Technician	AT2	0	\$97.00	\$0	\$0.00
Assistant Technician	AT1	0	\$84.00	\$0	\$0.00
Student 1	Stu1	0	\$70.00	\$0	\$0.00
Administrative Coordinator	AC	0	\$85.00	\$0	\$0.00
					\$0.00
					\$0.00
Expenses					\$500.00
		101		\$20,198	\$20,698.00

TOTAL EXPENSES

Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	0	MILES	0.670		\$0.00
Travel, mile (survey vehicle)	0	MILES	0.75		\$0.00
Environmental Documentation Expenses (lump sum)	0	L.S.	3000		\$0.00
Subconsultant ()	1	L.S.	500		\$500.00
Half Size Plots (each)	0	EA.	0.25		\$0.00
Mylars, Half Size Plots (each)	0	EA.	4		\$0.00
Aerial Mapping (DTM)	0	L.S.	0		\$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	0	L.S.	200		\$0.00
Asbestos/Lead Paint Investigation/Testing	0	L.S.	0		\$0.00
Travel	0	L.S.	400		\$0.00
			Sub Total		\$500.00
Survey Expenses	0	L.S.	3200		\$0.00
Public Involvement Expenses	0	L.S.	4000		\$0.00
			Total		\$500.00

MAN-HOUR ESTIMATE

Task No.	Description of Work Items / Tasks	STL	GUPMILE	SE	PE	Eng	AS2	AE1	LP	SP	PP	Plan	AP2	AP1	DA	ST	AT2	AT1	SN1	AG	D	C	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	Project Management Project Management			8																				8	\$1,696	\$0	\$1,696	\$0	\$1,696.00
2	Project Meetings Project Meetings			2	2																			4	\$902	\$0	\$902	\$0	\$902.00
3	Data Collection Turning Movement Counts			1																				1	\$212	\$0	\$212	\$0	\$212.00
4	Temporary Intersection Control Evaluation MUTCD Control Evaluation			16			8																	24	\$4,528	\$0	\$4,528	\$0	\$4,528.00
5	Temporary Traffic Control Plan Temporary Traffic Control Plan			4			4																	8	\$1,416	\$0	\$1,416	\$0	\$1,416.00
6	Temporary Signal Design Temporary Signal Design			36			20																	56	\$11,444	\$0	\$11,444	\$0	\$11,444.00
7																								0	\$0	\$0	\$0	\$0	\$0.00
8																								0	\$0	\$0	\$0	\$0	\$0.00
9																								0	\$0	\$0	\$0	\$0	\$0.00
10																								0	\$0	\$0	\$0	\$0	\$0.00
11																								0	\$0	\$0	\$0	\$0	\$0.00
	Total Manhours	0	38	31	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	191					
	Total	\$0	\$9,082	\$6,572	\$0	\$0	\$4,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,198	\$18,502	\$0	\$18,502	\$0	\$18,502.00
	Total Labor, OH & Profit	\$0	\$9,082	\$6,572	\$0	\$0	\$4,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						\$20,198.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 15, 2024 between City of Bellevue, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

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

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Master Agreement for Professional Services for City of Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

Olsson will provide professional engineering services for the City of Bellevue Entertainment District project location at NW Corner of HWY 75 and Hidden Valley Road to include Project Management and Coordination; Master Engineering Study; Master Planning and Conceptual Grading and Infrastructure concepts; Topographic Survey; Geotechnical Survey; Environmental Assessments; Preliminary and Final Platting; and Grading, SWPPP and PCSMP Plans

FISCAL IMPACT: \$331,550.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Master Agreement for Professional Services for City of Bellevue Entertainment District

CONTRACT EFFECTIVE DATE: 09/01/2024 CONTRACT TERM: 09/01/2025 CONTRACT END DATE:

PROJECT NAME: City of Bellevue Entertainment District

START DATE: 8/20/2024 END DATE: 9/20/2024 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional engineering services agreement between the City of Bellevue and Olsson for the City of Bellevue Entertainment District not to exceed the amount of \$331,550.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

August 20, 2024

City of Bellevue
Attn: Dave Goedecken
1510 Wall Street
Bellevue, NE 68005

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Goedecken:

It is our understanding that the City of Bellevue ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be Dave Goedeken.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 2111 South 67th Street, Suite 200, Omaha, Nebraska, 68106. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brittni Stephens
Client Relationship Manager

By _____
Chris Rolling
Project Principal

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Bellevue

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments
- Work Order (Example)
- General Provisions

(Example - Do Not Use - See Master Agreement Work Order)

WORK ORDER

This exhibit dated _____ is hereby attached to and made a part of the Master Agreement for Professional Services dated _____ between _____ ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____
Project Description: _____

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be _____.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of _____ days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Type Name Here (Optional)

By _____
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

NAME OF CLIENT

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments
(If Applicable)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 14, 2024 between City of Bellevue ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation of arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

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

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



MASTER AGREEMENT WORK ORDER

This exhibit dated _____, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated _____, 2024 between the City of Bellevue (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Name: City of Bellevue Entertainment District
Project Location: NW Corner of Hwy 75 and Hidden Valley Road

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PROJECT MANAGEMENT & COORDINATION

Project Management

Olsson shall provide project management services, which shall include the following duties of the project manager:

- Serve as the Client’s primary point of contact for the project.
- Provide oversight of all Olsson teams performing the scope of services to ensure completeness of project deliverables and that the Client’s expectations are being met.
- Provide a master project schedule at the beginning of the project and maintain a current schedule throughout the project.
- Provide bi-weekly status updates to the Client for key project activities/milestones.
- Provide monthly invoices to the Client based on the % of work completed.
- Attend meetings with the Client, key project stakeholders, and third parties necessary for successful completion of the project (see scope below).

Third Party Coordination & Meetings

Olsson shall attend meetings and coordinate with third parties and key project stakeholders, including, but not limited to:

- City of Bellevue Planning and Public Works Departments: For all items included in the scope of services.
- Nebraska Department of Transportation (NDOT): For access control restriction in proximity to the Hwy 75 interchange, future improvements to the Hwy 75 interchange, etc.

- Sarpy County: For anticipated roadway alignments and reconstructions, access points, traffic studies, etc.
- Sarpy County and Cities Wastewater Agency (SCCWWA): For timing and connection of services to the proposed SCCWWA sanitary sewer mains.
- Water Park Design Team: For site layout and infrastructure needs, master planning, etc.
- Third party consultants: For traffic studies that have been completed or are in progress, market studies, or other documents relevant to the scope of services.

Deliverables: Meeting notes, third party studies received.

MASTER ENGINEERING STUDY

Master Engineering Study shall include the entire project area as shown in the attached **Exhibit 'A'**.

Conceptual Infrastructure Plan

Upon completion of Third Party Coordination for roadway and utility access, and the Environmental Desktop Review, Olsson shall prepare a conceptual infrastructure plan that includes the following:

- Parcel lines, existing contours, and a high resolution aerial photograph from Olsson's GIS database to serve as the background drawing for the plan.
- Roadway access points from Hidden Valley Road and Platteview Road, along with the anticipated north-south arterial streets within the development.
 - Internal street locations shall be determined during the Master Planning process and added to the Revised Conceptual Infrastructure Plan below.
- Alignments of existing public roads that are anticipated to be reconstructed, if applicable.
- Utility access points and main extensions required to provide services to the site.
- Project constraints, such as channels and wetlands, that may impact the development of the site.
- Anticipated location of stormwater detention ponds and outlots within the site.
- Site layout of the Phase 1 Project from the water park design team.

Deliverables: Conceptual Infrastructure Plan.

Conceptual Grading Plan

Upon completion of the Conceptual Infrastructure Plan, Olsson shall provide, at a conceptual level:

- Roadway profiles for the north-south arterial streets.
- Roadway profiles for the existing public roads that are anticipated to be reconstructed, if applicable.
- Site grades based on roadway alignments and profiles, site constraints such as wetland and channels that may not be impacted, tie-in grades at site perimeter.

The completed Conceptual Infrastructure & Grading Plan shall be provided to the Master Planning team and serve as the baseline for the master planning layout.

Deliverables: Conceptual Grading Plan.

Revised Conceptual Infrastructure Plan

Upon completion of the Master Plan, Olsson shall update the Conceptual Infrastructure Plan to include all roadways and utilities necessary for the development of the site.

Deliverables: Conceptual Infrastructure Plan.

Revised Conceptual Grading Plan

Upon completion of the Master Plan and the Stormwater Management Plan, Olsson shall update the Conceptual Grading Plan to reflect the Master Plan layout and the Stormwater Management Plan, as described below.

Deliverables: Conceptual Grading Plan.

Infrastructure & Grading Cost Estimate

Olsson shall prepare a cost estimate for the development grading and infrastructure, including:

- Cost of infrastructure construction and grading to be performed by the City.
- Cost of utilities to be installed by utility providers (water, gas, electrical).
- Cost of pioneer main fees, sewer connection fees, and other development related fees.
- Soft costs (engineering, legal, fiscal).

Deliverables: Conceptual Infrastructure & Grading Cost Estimate.

Stormwater Management Plan (Analysis, Spec Design, and Drainage Report)

Olsson shall prepare the Stormwater Management Plan for the site, which shall include:

- HydroCAD analysis and design of all existing and proposed drainage basins and impact points within the site to meet the PCSMP requirements of the city of Bellevue.
- Spec design and sizing of all detention pond outlet structures and pipes as determined by the HydroCAD analysis.
 - o It is anticipated that 5 detention ponds will be required based upon the existing impact points of the site.
 - o Spec designs shall serve as the basis for preparing construction documents as the ponds get constructed in future phases of the project.
- Conceptual grading plan for all detention ponds as determined by the HydroCAD analysis and required volumes.
- Drainage Report, including
 - o Supporting calculations for treatment of the first 0.5" of runoff and 2-year detention analysis.
 - o Existing Drainage Basins Exhibit, showing existing contours, drainage patterns, impact points, and runoff amounts.
 - o Proposed Drainage Basins Exhibit, showing Master Plan layout, conceptual grading contours, drainage patterns, detentions ponds, impact points, and runoff amounts.
 - o HydroCAD analysis results.
 - o Outlet structure spec designs.

- All information necessary to obtain PCSMP approval from the City of Bellevue.

Deliverables: Drainage Report.

Desktop Environmental Review

Olsson will complete a desktop analysis for environmental resources for the project study area which is approximately 205 acres in Bellevue in Sarpy County, Nebraska. The desktop environmental review will consider potential Waters of the U.S., other wetlands, and waters, the potential presence of federally and state-listed threatened and endangered species and their habitat within the project study area.

- Desktop Review for Waters of the U.S., Surface Water, and other Water Resources. Olsson will review available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the U.S. Geological Survey (USGS) National Hydrography Dataset (NHD), U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI), USGS 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- Climate Analysis for Wetlands Tables (WETS Tables). Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program aerials to determine if signatures of wetlands are present in those years determined to have normal amounts of precipitation.
- Ecological Resources. A review of natural histories and species' ranges pertaining to federally and state threatened or endangered species that potentially occur at the project will be conducted. Olsson will utilize publicly available databases, such as the Nebraska Game and Parks Commission (NGPC) Conservation Environmental Review Tool (CERT), USFWS Ecological Conservation Online System and Information for Planning and Consultation (IPaC) tool, and other relevant publicly available data to during the review.
- Report. Olsson will prepare a technical report with text, tables, and figures to summarize results.

Deliverables: Desktop Environmental Review Report.

Desktop Geotechnical Review

Olsson will perform geotechnical engineering analyses and provide conclusions and recommendations regarding the following:

- Review of Sarpy County, Nebraska Geographic Information System (GIS) Viewer for historical land use or visible changes on the parcel.
- Review of Natural Resources Conservation Service (NRCS) Web Soil Survey published by United States Department of Agriculture (USDA) to identify general soil formations, depth to bedrock, and engineering parameters across the parcel.
- Review of NRCS Web Soil Survey published by USDA to identify potential karstic features, mining activity, and fault lines.

- Review of groundwater and soil information obtained from test holes performed by the University of Nebraska-Lincoln (UNL) School of Natural Resources published on the Conservation and Survey Division (CSD) Ground Water and Geology Data Portal.
- Review of soil information obtained from active groundwater wells registered with Nebraska Department of Natural Resources (NDNR).
- Review readily available Geotechnical Exploration Reports and/or soil test boring logs completed near the referenced parcel.

After completion of the limited geotechnical desktop study, Olsson will prepare a memorandum outlining the findings of our review, our general understanding of soil stratigraphy and/or topography, and a general discussion regarding future site development. The information and resource documentation obtained during the limited geotechnical desktop study will be included for review as an attachment to the memorandum.

Deliverables: Desktop Geotechnical Review Report.

MASTER PLANNING

Master Planning services shall include the entire project area as shown in the attached **Exhibit 'A'**.

Project Kick-Off / Research

Olsson shall perform the following services:

- Meet with the City to review scope, schedule, key milestones and project roles throughout the project. Olsson will review with the City the project boundary and establish limits for the project. The approximate project boundary shall be as shown on the attached exhibit A.
- Attend an exploratory / inspiration visit to Grand Prairie, TX with the City. This trip will examine perceived successes and challenges of the newly completed water park and adjacent entertainment development. Information gathered during the visit will help inform future design decisions and proposed programming for the site.
- Coordinate with City and HBA architects to incorporate current plans / conceptual Phase 1 water park areas into the analysis maps.

Deliverables: Meeting notes.

Conceptual Site Plan / Design Charrette

Olsson shall perform the following services:

- Work with the City to identify a group of stakeholders to provide input throughout the charrette process. Stakeholder group shall include key city staff, elected officials, Phase 1 (Water Park) design team / operators, property owners, and development partners consisting of approximately 15-20 people.
- Conduct a two (2) day design charrette where Olsson will meet with the stakeholder group to discuss goals and direction. Olsson will use preliminary information, graphics, analysis mapping, and potential design diagrams to establish a draft program list of potential

improvements and projects and gather feedback. The program will include a list of entertainment, recreational, residential, commercial and infrastructure improvements for the master plan development. Olsson shall refine and produce final program incorporating comments provided by the City.

- Develop a series of charrette level master plan concepts and diagrams to delineate land-use areas, programmed elements, open space, hydrology, and transportation road network according to the approved program. These initial conceptual master plans will be presented to the stakeholders for review and comments.
- Based on comments received from Client and direction on conceptual site plan diagram, Olsson shall develop one (1) site plan for Project area. Conceptual site plan will start to identify building, roads, parking, and lot line layouts. Conceptual site plan will be hand-developed, color rendered plan. Olsson shall submit conceptual site plan to Client for review. Based on Client comments Olsson will provide a maximum of four (4) revisions.

Deliverables: Conceptual Site Plan (PDF format), meeting notes.

Site Plan

Olsson shall perform the following services:

- Develop a site plan showing building, roads, parking, and lot lines for Project area, based on approved conceptual site plan.
- Develop site plan in AutoCAD software and shall include development types, lot sizes, building square footages, and parking stall quantities.
- Prepare an overall rendered site plan with legend for marketing purposes.
- Submit site plan to Client for review and shall provide a maximum of two (2) revisions, based on Client comments.

Deliverables: Site Plan (AutoCAD and PDF format), meeting notes.

Olsson anticipates attendance at the following meetings as part of the Master Planning scope:

- One (1) Kick off meeting (in-person)
- One (1) Exploratory / inspiration site visit with Client (Grand Prairie, TX)
- One (1) Design Charrette (2-day in-person)
- Four (4) Design review meetings (virtual)

PHASE 1 DUE DILIGENCE

Phase 1 Due Diligence services shall include the city owned properties as shown in the attached Exhibit 'B'.

Topographic Survey

- Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.
 - Tree masses and thickly wooded areas shall include the perimeter outline only.

- Field personnel may utilize an ATV to drive cultivated fields after harvest and or open areas to gather data for the topographic survey.
- A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. No underground exploration for utilities will be provided. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.

Deliverables: Topographic survey (AutoCAD & PDF format)

ALTA/ACSM Survey

- Prepare an ALTA survey record drawing in accordance with the 2016 ALTA, ACSM, and NSPS Minimum Standard Detail Requirements. The following items from Table 'A' shall be included:
 - Item 1 – property corner monumentation
 - Item 2 – addresses
 - Item 3 – flood zone
 - Item 4 – land area
 - Item 5 – contours (Optional)
 - Item 6(a and b) – current zoning and setbacks
 - Item 7(a) – exterior dimensions of buildings at ground level
 - Item 7(b1) – square footage of exterior building footprint
 - Item 7(c) – building height
 - Item 8 – substantial visible improvements
 - Item 9 – parking striping
 - Item 11(a) – observed evidence of utilities
 - Item 13 – adjacent owners
- Title commitment shall be provided by the Client.
- Conduct a legal boundary survey of the property as described in the title commitment, recovering existing property monuments or re-establishing missing property monuments and filing boundary survey with Sarpy County surveyor.
- Locate existing improvements, (buildings, pavement, sidewalks, retaining walls, utility lines, etc.). No vertical data will be gathered.
- Determine the locations and relevance of the Items listed in Schedule B-II of the Title Commitment to the subject property.
- The ALTA survey will show the relationship of the improvements to the boundary lines of the property. Prepare and file with the appropriate agency a legal 'Survey Record Drawing', which represents the boundary of the property being surveyed, as required by State statute.

Deliverables: ALTA/ACSM survey (AutoCAD & PDF format)

Phase I Environmental Site Assessment

Olsson will complete a Phase I Environmental Site Assessment (ESA) for parcel numbers 011040548, 011587221, 011587222, and 011590700, generally located at 15416 South 10th Street, Bellevue, Sarpy County, Nebraska (hereinafter referred to as the "Property"). The Phase I ESA will be prepared in accordance with the purpose, provisions, scope and limitations of the "all appropriate inquiry" standards and practices set forth in (1) 40 C.F.R. Part 312 and (2) the "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", ASTM Standard E 1527-21 both of which are incorporated herein by this reference.

Only the Client shall be entitled to rely on the Documents provided in the performance of the Phase I ESA Services. The Documents relate solely to the Services for which Olsson has been retained and shall not be used or relied upon by the Client or any third party for any variation or extension of the Services, any other project, or any other purpose without the express written consent of the Client and Olsson. All parties are subject to the same General Provisions as agreed to in the contract under which these services will be completed. The Phase I ESA will include the following scope items:

- Records Review
 - Purchase an environmental database report (i.e., EDR, HIG, GeoSearch, etc.) to obtain historical information related to the Property.
 - Review of physical setting sources related to the Property.
 - Review of federal, state, tribal and local environmental records related to the Property and adjoining properties.
 - Review of historical information related to the Property obtained from the environmental database report.
- Site Reconnaissance
 - Conduct a walk-through of the Property and facilities.
 - Document visual site setting and land use of Property.
 - Visual inspection of adjoining properties from property lines of the Property and public right of ways.
 - Document site reconnaissance with photographs.
- Interviews
 - Interview current landowner, occupant, facility manager(s), and others as applicable and available.
 - Interview local government officials.
- Evaluation
 - Tier 1 Vapor Encroachment Screening (VES) in general accordance with ASTM Standard E 2600-22 "Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions."
 - Prepare the Phase I ESA report summarizing the findings, opinions, and conclusions of the Environmental Professional.
 - Submittal of the Phase I ESA Report in PDF format.
- Assumptions
 - The User is completing this Phase I ESA seeking to qualify for landowner liability protections (LLPs) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and will complete the specific responsibilities required by E1527-21.
 - The Property transaction will occur within 180 days of initiating the Phase I ESA.

If Property transaction occurs after 180 days, an update is required to obtain LLPs, at an additional cost.

- User questionnaires (VES and Phase I ESA), and owner questionnaires will be returned to Olsson within approximately 1 week after NTP.
- Client will provide title commitment (including a search for environmental liens and activity and use limitations for the Property) within approximately 1 week after NTP.
- The Property is accessible within approximately 1 week after NTP.
- Third parties identified on the Client's user questionnaire requesting reliance will not be included as Users but will be provided reliance in the Phase I ESA report contingent to the General Provisions.
- If Client requests additional Users of the Phase I ESA report, additional user questionnaires must be provided to Olsson from the third parties within approximately 1 week after NTP. Inclusion of additional Users will be provided in the Phase I ESA report contingent to the General Provisions.
- After issuance of the Phase I ESA report, Olsson's standard reliance letter will be provided to third parties contingent to the General Provisions at no additional fee.
- Non-Olsson standard reliance letters will be executed by Olsson after separate contracting, fee, and letter negotiation between Olsson and the third party.
- Fee excludes Housing and Urban Development (HUD), and Small Business Administration (SBA) requirements associated with environmental due diligence.
- Task Limitations
 - If the User questionnaire is not completed and returned within 30 days, the report will be completed without the questionnaire. The missing questionnaire will be identified as a data gap and the Phase I ESA will not meet the ASTM standard as required for CERCLA LLPs.
 - In conducting the Phase I ESA, Olsson will not investigate certain matters, even preliminarily, which are considered to be beyond the scope of a Phase I ESA as listed in ASTM E 1527-21 in order to obtain CERCLA LLPs.
 - Sampling and analysis, and business environmental risk evaluation are not included.
 - In conducting the Phase I ESA, Olsson will review regulatory records and historical sources which are "reasonably ascertainable" as mandated by ASTM Practice E 1527-21. Generally, the standard considers information sources to be reasonably ascertainable if they can be obtained without extraordinary effort or delay. It is possible, therefore, that Olsson's research, while fully appropriate and in compliance with the ASTM Practice, fails to indicate the existence of important information which may alter the conclusions presented in this report. Olsson cannot and does not accept responsibility for failure to consider information which was not "reasonably ascertainable" at the time the assessment was conducted.
 - The conclusions presented in the Phase I ESA report are qualified and limited by the fact that certain indicators of the presence of hazardous materials may have been latent at the time of the site reconnaissance. Olsson cannot and does not accept responsibility for latent conditions, which may, subsequent to the site reconnaissance, become apparent in light of changed circumstances.
 - In accordance with ASTM E 1527-21, the Phase I ESA report will be viable for 180 days after the earliest of the following: interviews (questionnaires) with owners, operators, and occupants; searches for recorded environmental cleanup liens

(including the date of the Title Commitment); generation of the environmental database report; government record reviews, visual reconnaissance; and signature of the environmental professional. A Phase I ESA update would be required to provide reliance or obtain liability protections after expiration of the Phase I ESA.

- Potentially unsafe conditions will limit Olsson's ability to fully observe properties. These limitations will be noted in the report and may prevent Olsson from being able to fully identify the presence of hazardous materials. Olsson is not responsible for identifying hazardous materials and environmental issues during the site visit in areas that are deemed potentially unsafe.

Deliverables: Phase 1 ESA Report

Wetland Delineation

A wetland delineation of the project study area, which is defined as approximately 71 acres in Bellevue in Sarpy County, Nebraska. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (March 2010).

- Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the USACE specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system units. Midwest Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- Report. Upon completion of the site visit a report documenting the findings of the wetland delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The wetland delineation report will include a narrative of how the wetland delineation was conducted and a summary of the results of the wetland delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.
- During the site visit a survey for federally and state-listed threatened and endangered species that could potentially exist within the project study area and their habitat will occur.

Assumptions:

- Client shall provide
 - Project Description and Location Information
 - Arranged access to the project study area

Exclusions:

- Section 404 Nationwide Permit Application
- Individual Section 404 Permit Application
- Additional Site Visits with USACE
- Migratory Bird Treaty Act Nesting Surveys
- Bald and Golden Eagle Nest Surveys
- Agency Requested Threatened and Endangered Species-Specific Survey
- Agency Requested Historic or Cultural Resource Surveys
- If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

Deliverables: Wetland Delineation Report

PHASE 1 ENTITLEMENTS & PERMITTING

Phase 1 Entitlements & Permitting services shall include only the 29-acre parcel located south and east of S. 10th Street, as well as the adjacent public ROW that may be vacated, as shown in the attached **Exhibit 'C'**.

It is also assumed that this parcel will be subdivided into 4-5 lots, which may include the water park, two hotels, parking garages, and a civic-use building.

Preliminary Plat

- Prepare lot layout plan per approved concept plan.
- Prepare preliminary plat documents for submittal to the City of Bellevue based upon concept plan and due diligence work already completed for the project. Submittal documents are not for construction and shall include:
 - Preliminary plat depicting lots lines, easements, right of ways, and outlots
 - Zoning plan delineating base zoning and any overlay zones
 - Street improvement plan
 - Street profiles
 - Utility plan
 - Preliminary mass grading plan and erosion control plan
 - Phasing plan
 - Draft post-construction storm water management / water quality plan
 - Preliminary drainage calculations.
- Prepare application forms and submit on Client's behalf.
- Address one (1) round of comments from the City of Bellevue.

Deliverables: Preliminary Plat submittal package.

Final Plat

The property shall be subdivided into the lots shown on the approved preliminary plat. Final plat services shall include:

- Prepare a final plat for the Project in accordance with the City of Bellevue subdivision ordinances based upon the Preliminary Plat.
- Facilitate signatures of the Final Plat by required parties and submit to the City.
- Prepare a property pin staking bond.
- Coordinate recordation of the Final Plat after completed approval process.
 - Note: Public improvement plans will need to be submitted to the City before obtaining 2nd City Engineer signature and recordation of the plat.
 - Public improvement plans are not included in this scope of services and will need to be added with a future contract amendment.
- Place property pins after completion of improvements.
- Assist in preparation of Subdivision Agreement language and exhibits in conjunction with Client's Attorney.

Deliverables: Final Plat submittal package, Subdivision Agreement exhibits.

Mixed Use Development Agreement

- Using the site plan approved by the Client, the following exhibits shall be prepared for the Mixed Use Development Agreement:
 - Signage budget plan
 - Plaza space calculations and design
 - Overall site plan
 - Landscape plan
 - Individual site plans
 - Preliminary plat (See above)
 - Preliminary grading plan
- Assist in preparation of Development Agreement language in conjunction with Client's Attorney.

Deliverables: Mixed Use Development submittal package.

Right-of-way (R.O.W.) Dedication or Vacation

- It is anticipated that ROW will need to be dedicated and/or vacated by the City of Bellevue and/or Sarpy County to construct the public improvements necessary for the development.
 - Prepare ROW Dedication/Vacation Exhibits and Legal Descriptions for City of Bellevue legal review.
 - Attend City Meetings, Planning Board, and City Council Meetings as necessary.
 - Coordinate submittal package requirements with Client.

Deliverables: ROW Dedication/Vacation Exhibits and Legal Descriptions.

Post Construction Stormwater Management Plan (PCSMP)

This site is subject to the City of Bellevue Stormwater ordinance which requires water quality treatment for the first 0.5" of runoff from the site for all impacted impervious coverage, and stormwater detention for the 2, 10, and 100-year storm for any new impervious coverage. In order

to obtain PCSMP approval from the City of Bellevue, Olsson shall prepare and submit the following documents:

- PCSMP Application
- PCSMP Plan Sheet(s)
- Drainage Report, prepared as part of the Stormwater Management Plan scope above.
- BMP Maintenance Requirements
- PCSMP Maintenance Agreement & Exhibit(s)
 - **Note:** Client must supply contact information for entity performing annual inspection reports of BMP's with permit application. This service can be provided by Olsson, but not included in this scope of services.

Deliverables: PCSMP submittal package.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 09/01/24
Anticipated Completion Date: 09/01/25

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Lump Sum Phases (LS): Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Time & Materials Phases (TM): Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Phase	Task Description	Fee Amount	Fee Type
PROJECT MANAGEMENT & COORDINATION			
101	Project Management	\$ 30,000.00	TM ⁽²⁾
102	Third Party Coordination & Meetngs	\$ 25,000.00	TM ⁽²⁾
	Sub-Total ⁽¹⁾	\$ 55,000.00	
MASTER ENGINEERING STUDY			
201	Conceptual Infrastructure Plan	\$ 10,500.00	LS
202	Conceptual Grading Plan	\$ 6,500.00	LS
203	Revised Conceptual Infrastructure Plan	\$ 13,500.00	LS
204	Revised Conceptual Grading Plan	\$ 9,500.00	LS
205	Infrastructure & Grading Cost Estimate	\$ 4,000.00	LS
206	Stormwater Management Analysis, Design and Drainage Report	\$ 45,000.00	LS
207	Desktop Environmental Review	\$ 4,000.00	LS
208	Desktop Geotechnical Review	\$ 4,500.00	LS
	Sub-Total ⁽¹⁾	\$ 97,500.00	
MASTER PLANNING			
301	Project Kickoff / Research	\$ 13,750.00	LS
302	Conceptual Site Plan / Design Charrette	\$ 26,250.00	LS
303	Site Plan	\$ 16,250.00	LS
	Sub-Total ⁽¹⁾	\$ 56,250.00	
PHASE 1 DUE DILIGENCE			
401	Topographic Survey	\$ 30,300.00	LS
402	ALTA/ACSM Survey	\$ 18,600.00	LS
403	Phase 1 Environmental Site Assessment	\$ 4,700.00	LS
404	Wetland Delineation	\$ 7,200.00	LS
	Sub-Total ⁽¹⁾	\$ 60,800.00	
PHASE 1 ENTITLEMENTS			
501	Preliminary Plat	\$ 17,000.00	LS
502	Final Plat & Rezoning	\$ 11,500.00	LS
503	Mixed Use Development Agreement	\$ 21,000.00	LS
504	Right-of-Way Dedication/Vacation	\$ 5,000.00	TM ⁽²⁾
505	Post Construction Stormwater Management Plan (PCSMP)	\$ 7,500.00	LS
	Sub-Total ⁽¹⁾	\$ 62,000.00	
TOTAL CONTRACT ⁽¹⁾		\$ 331,550.00	

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client’s designated Project Representative shall be: Dave Goedeken

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 2111 South 67th Street, Suite 200, Omaha, NE, 68106.

OLSSON, INC.

By _____
Brittni Stephens
Client Relationship Manager

By _____
Chris Rolling
Project Principal

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF BELLEVUE

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

- Exhibit A – Overall Project Area
- Exhibit B – City Owned Properties
- Exhibit C – Phase 1 Entitlements Limits
- Rate Schedule
- Reimbursable Expense Schedule

EXHIBIT A – OVERALL PROJECT AREA



EXHIBIT B – CITY OWNED PROPERTIES



EXHIBIT C – PHASE 1 ENTITLEMENTS LIMITS



2024 Olsson Billing Rate Schedule
Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule
Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Speclst/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).