

Bellevue City Council Meeting

Tuesday, December 17, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Gary Fuller, Avery Presbyterian Church, 1910 Avery Road East.
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 December 3, 2024 Board of Equalization Minutes.
 2. (*) Approval of the December 3, 2024 City Council Minutes.
 3. (*) Acknowledge receipt of the October 8, 2024 Tree Board Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. Recommend approval of appointment to fill the remaining term of Ward 4 City Council Member who shall hold office for the unexpired term (12/2026), until a successor is elected and qualified. (Mayor Hike)
 1. Administering Oath of Office for appointment of Ward 4 Council Member by Judge S. Colin Palm.
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court, Bellevue, NE 68005 and Travis McLaughlin as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration. (Administration)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4170: Request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE for the purpose of single-family residential development, with site plan approval. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, Perez Addition Two. **(No Action Required)**
 - b. Ordinance No. 4171: An ordinance to amend Chapter 19 of the Bellevue Municipal Code by Amending 19-23 and 19-42 regarding Request for Hearing for Nuisance Violations. (Administration)
 - c. Ordinance No. 4172: An ordinance to amend Chapter 29.5 of Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10, and 29.5-28 regarding Request for Hearing for Nuisance Violations. (Administration)
13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4173: An ordinance to adopt the 2023 National Electrical Code with amendments. (Chief Building Inspector) **(Staff request the three readings be waived, hold a public hearing at tonight's meeting and to vote tonight after public hearing)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 24, 2025 from 6:00 a.m.- 11:00 a.m. (City Clerk)

15. RESOLUTIONS:

a. Resolution No. 2024-35: Approving and authorizing submission of grant application to the Metropolitan Area Planning Agency (MAPA) for Transportation Alternatives Program (TAP) funding for the development of an Active Mobility Plan, in an amount of \$250,000.00. (Planning Director)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note allowing up to \$917,949.00 plus accrued interest, to offset TIF eligible expenses, for Marathon Equity, LLC Redevelopment Project located at 909 Fort Crook Road North, Lot 1, Southeast Plaza to the City of Bellevue, Sarpy County, Nebraska. (City Clerk)

b. Approve and authorize the Mayor to sign the Professional Services Agreement with Embris Group for the Landings Lift Station Upgrades Study, in an amount not to exceed \$62,960.00. (Public Works Director)

c. Approve and authorize the Mayor to sign the Agreement with American Fence Co. for the Haworth Park Ballfields Fence Replacement, in an amount not to exceed \$100,862.45. (Public Works Director)

d. Approve the estimate from Gearhart Construction and Plumbing Inc. for the District 3 Fire Stations Bathroom Addition, in an amount not to exceed \$28,000.00. (Public Works Director)

e. Approve and authorize the Mayor to sign Amendment No. 1 with HGM Associates for design engineering services for the Everett Park Pickleball Court Lighting, in an amount not to exceed \$9,500.00. (Public Works Director)

f. Approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with HDR Engineering for Professional Engineering Design Services for Prairie Hills Development, in an amount not to exceed \$69,900.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Notice of Award and the Agreement with Judd Brothers Construction Company on the Bluff Street Lift Station Replacement, in an amount not to exceed \$796,671.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the quote from Aspen Equipment for (2) air compressors, in an amount not to exceed \$60,802.00. (Public Works Director)

i. Approve the purchase of (2) brine product systems from Dultmeier Sales, in an amount not to exceed \$153,800.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the final payment application in the amount of \$65,871.15, Approve and sign final change order in the amount of \$15,649.38 to account for the contract overrun, Approve the project with Western Engineering on the 2024 Overlay Projects as substantially complete and accept final project quantities. (Public Works Director)

k. Approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with HGM Associates, Inc. for Bridge Inspection - Fort Crook Road Bridges, in an amount not to exceed \$24,000.00. (Public Works Director)

l. Approve and authorize the Mayor to sign the Agreement with the Nebraska Department of Transportation (NDOT) for expenses associated with the operations of the Specialized Transportation Service. (Human Services)

m. Approve and authorize the Mayor to sign Proposal #1 from Big A Demo for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition - 3605 Harrison Street, in an amount not to exceed \$12,283.00. (Chief Building Inspector)

n. Approve and authorize the Mayor to sign Proposal #1 from Big A Demo for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition - 1010 Bea Circle, in an amount not to exceed \$13,751.00. (Chief Building Inspector)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(November & December reports will be attached to the January 21, 2025 Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

BOARD OF EQUALIZATION MINUTE RECORD

*5b1.
12/17/2024

Board of Equalization Meeting, December 3, 2024

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 3rd day of December, 2024. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Thomas Burns.

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

Open Meetings Act

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

Approval of the Agenda

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

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

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

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

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

The City Clerk updated the Council on (4) proposed liens needing to be removed from the listing in the BOE Resolution No. 2024-1203-01. The following property owners needing to be removed after paying in full are: AXGNL 1 Bellevue NE LP CO; AXGNL 1 Bellevue NE GP LLC, Edward Foster, and Second Northview Properties LLC along with Miranda Investments being pulled due to an error when billed.

Resolution BOE No. 2024-1203-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike stated Resolution BOE No. 2024-1201-01 will need be amended as previously stated by the Clerk.

Motion was made by Casey, seconded by McCaw, to approve BOE Resolution No. 2024-1203-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ), as verbally amended at the meeting.

Roll call vote to approve BOE Resolution No. 2024-1201-04 as verbally amended was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Burns. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Preister, seconded by Cook at 5:05 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 3, 2024; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, December 3, 2024

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

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

MINUTE RECORD

*5b2.
12/17/2024

Bellevue City Council Meeting, December 3, 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 December 3, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: none.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, posted and put on city website, 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 the Pledge of Allegiance. Chaplain John Heatley, Life Spring Church, 13904 South 36th Street gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge receipt of November 13, 2024 Board of Health Minutes; Approval of the November 19, 2024 City Council Minutes; Acknowledge receipt of November 20, 2024 Bellevue Board of Adjustment Minutes; Acknowledge receipt of November 21, 2024 Planning Commission Minutes; and Acceptance of Election Certificates. 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.

Notice of Resignation - Kathy Welch (Ward 4)

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

Mayor Hike recognized and thanked Council President Paul Cook for his twelve years on the City Council. Six of the twelve years Councilman Cooke served as President.

Council Members Welch, Burns, Preister, McCaw, and Casey thanked Council President Cook for his years of service, commitment, leadership, and dedication to the city.

Council President Cook thanked the residents of Bellevue, Council Members, City Staff, and City Administration.

Mayor Hike presented Council President Cook with a Certificate of Appreciation and a clock.

Adjourn sine die

There being no further business to come before the Council at this time, on motion by Casey, seconded by Burns, at 6:18 p.m. the meeting adjourned sine die.

Mayor Hike stated the Council will take a short break. Following the Honorable Judge Palm administering the Oath of Office to newly elected or re-elected Council Members, the new City Council will be called to order to finish the agenda.

Administration of Oath Office

The Honorable Judge S. Colin Palm, District Court Judge of the Second Judicial District, administered the Oath of Office to elected Ward One Councilman Thomas Burns, Ward Three Councilwoman Kathy Welch, and Ward Five Councilman Donald Preister. A short break was held to get reorganized.

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 3rd of December 2024, at 6:45 p.m. Present were Council Members Rich Casey, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Open Meetings Act

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

APPROVAL OF THE AGENDA:

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

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 2

none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Councilman Casey asked to have the Claims removed from the consent agenda.

Motion was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2025 calendar year Highway Incentive Program, from January 1, 2025 through December 31, 2025.

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

APPROVAL OF CLAIMS:

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

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2025. (Motion is needed to vote by secret ballot)

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

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an addition to the current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South. (City Clerk)

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

Mr. John James, 1308 Fort Crook Road South, explained the request is for an addition to his existing liquor license which he has had for three years. Discussion followed.

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

Motion was made by Welch, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application of an addition to the Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend to the Nebraska Liquor Control (NLCC) the approval of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South. (City Clerk)

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

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

Motion was made by Casey, seconded by Preister, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 3

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration. (Legal)

Ordinance No. 4169: An ordinance to amend Chapter 19, of the Bellevue Municipal Code by adding a new Article IX, Sections 19-108 to 19-120 to require the registration of vacant properties; provide registration fees; provide penalties for failing to register vacant properties; to repeal conflicting ordinances and sections and to provide an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 17, 2024.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4170: Request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE for the purpose of single-family residential development. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street. (Planning Director)

Ordinance No. 4170: 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 10711 Old 36th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

Ordinance No. 4171: An ordinance to amend Chapter 19 of the Bellevue Municipal Code by Amending 19-23 and 19-42 regarding Request for Hearing for Nuisance Violations. (Administration)

Ordinance No. 4171: An ordinance to amend Chapter 19, of the Bellevue Municipal Code by amending Sections 19-23 and 19-42 regarding request for hearing for nuisance violations and to provide an effective date was read by title only for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

Ordinance No. 4172: An ordinance to amend Chapter 29.5 of Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10, and 29.5-28 regarding Request for Hearing for Nuisance Violations. (Administration)

Ordinance No. 4172: An ordinance to amend Chapter 29.5, of the Bellevue Municipal Code by amending Sections 29.5-9, 29.5-10, and 29.5-28 regarding request for hearing for nuisance violations and to provide an effective date was read by title only for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. - 8:00 p.m. in Olde Town on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee. (City Clerk)

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

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

Motion was made by Casey, seconded by Preister, to approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. - 8:00 p.m. in Olde Town on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee. Roll call vote to approve the motion was as follows: Casey, McCaw,

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

Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Public Hearing to obtain citizen input on the CDBG 2023-2024 Consolidated Annual Performance Evaluation and Report (CAPER). (Finance Director/CDBG Program Specialist)

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

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

RESOLUTIONS:

Resolution No. 2024-34: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2024-34 Community Development Block Grant Program Year. (Finance Direction/CDBG Program Specialist)

Motion was made by Welch, seconded by Preister, to approve Resolution No. 2024-34: A resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2023-2024 Community Development Block Grant Program Year. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD. (Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Concrete Project with Swain Construction. (Public Works Director)

Motion was made by McCaw, seconded by Casey, to approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Concrete Project with Swain Construction. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve final payment application in the amount of \$10,453.70. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Stonecroft Park with Midwest DCM. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve final payment application in the amount of \$10,453.70 and approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Stonecroft Park with Midwest DCM. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve final payment application in the amount of \$1,378.86. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Washington Park with Midwest DCM. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve final payment application in the amount of \$1,378.86 and approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Washington Park with Midwest DCM. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with HDR Engineering Inc., for Professional Services for Twin Creek Siphon Stabilization, in an amount not to exceed \$46,450.00. (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with HDR Engineering, Inc. for Professional Services for Twin Creek Siphon Stabilization, in an amount not to exceed \$46,450.00. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services Inc., not exceed \$60,000.00 for the Haworth Park Ballfields Renovations. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 5

Motion was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services, Inc., in an amount not to exceed \$60,000.00 for the Haworth Park Ballfields Renovations. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the Purchase of a Miller PKG XMT 350 CC/CV MIGRUn Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27. (Public Works Director)

Motion was made by Casey, seconded by Preister, to approve the Purchase of a Miller PKG XMT 350 CC/CV MIGRUn Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc. (City Administrator)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (Monthly Report is given at the first Council Meeting of each month - reports will be attached January 21, 2025 to the Council Packet.)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:13 p.m. Roll call vote on motion to adjourn was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 3, 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

October 8, 2024, Tree Board minutes

Attendance: Scott Evans, Jo Langabee, Tom Mruz, Don Preister, Kathy Radosta, Nancy Scott, and Deborah Woracek were present. Rob Clatterbuck was excused.

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 miles for today's meeting.

Scott made a motion to approve the minutes of the Sept. 10, 2024, meeting. Kathy seconded the motion. All approved of the September minutes. **Deborah will send them to the City of Bellevue to be filed.**

Park Report – Jim has not contacted Jo. Mark reported to Jo that the Parks Department staff have been busy with building the new playground at Everett Park. They have also been monitoring the city-wide tree dump that is located at Hayworth Park. Mark located the email that had the city password for the Tree Plotter software. Jo is in the process of transferring all the data she entered on the State Forestry Tree Plotter to the City of Bellevue's copy of Tree Plotter. Graham Herbst may help her with this project. Kathy had questions about our tree inventory's history and uses, etc. Jo and Don explained the history of our 4-year, 4-quadrant inventory that is an on-going project of the Tree Board to help the city with park diversity, when and/or which trees need replacing or where new trees need to be added, etc. Bellevue was selected in 2011 by the State Forestry to complete a tree inventory for all parks and land around our municipal buildings.

Old Business:

:

Bellevue 411 articles: Jo thanked Scott for sending an article to Phil Davidson for posting in Bellevue 411. Don mentioned that he saw it was posted. Scott explained that he will write an introduction to a previously published article and then will have them both posted. He is working on compiling articles for future use. He reminded the Board that he always welcomes ideas or topics for articles and other educational hand-outs.

Winter projects, Monthly timeline of duties, Tree festival grant status, and tree inventory were all tabled to be discussed during our brainstorming meeting.

New Business: Don reminded us about his email that offered us 8 large free Hackberry trees. He said we would need to pick them up and care for them until the city could plant them. All agreed this was a great opportunity for the city. **Nancy volunteered to pick them up and care for them. Don will call to say we can use them and then let her know where to go get them. Jo will ask Mark from the city where they would like them.** Deborah suggested Washington Park as that Park has lost several trees. She would help with watering the new trees in Washington Park.

Don announced that he will receive a \$3000 grant at a ceremony on Wednesday, October 9 to be used to put in a watering system for the Purple Heart Garden at the Eastern Nebraska Veteran's Home. The ceremony will be held at 1pm in American Heros Park. He invited all members of the Tree Board to come if they were available. **Kathy will notify the staff at the home about the ceremony.**

Don asked who is going to the Tree City USA Award session of the Trees, People and Towns Conference 2024 to be held in Lincoln.. Jo, Deborah, and Nancy are planning on going. Jo requested **Nancy send her photos of activities done by the Board as Graham H. requested some for the conference. Jo will send the pictures to Graham.** The award program will be held on October 15th in the morning.

Brainstorming

Tree City USA Growth Points: Jo went over the Tree City USA Growth Award Activities from the Tree City USA website. Some activities were tabled to be done in 2025. For example, A2. Donation Account Created (4 points) Nancy pointed out that a line could be added to the donation option on the Green Bellevue website. This could designate the donation for the purchase or care of trees. This a good one to be used for 2025 growth points. Several other points were discussed as possible winter projects. **Jo will ask Mark about several of the points for the city. Scott is to write a paragraph about his hours of continuing education and Kathy is to write a paragraph about her new Master Gardener certification. These should be sent to Jo within the next 2 weeks. Rob may also be eligible with his continuing education in his field from the National Arborists.** These will cover the fall under the A12 section. Deborah wondered if our city staff giving the brush collected after the spring storms to the Henry Doorly Zoo would qualify under any of the recycling and reuse sections of the growth points (D15-17). The city and the tree board used mulch made from the debris. It was decided that our 10 meetings per year qualify for

the Departmental Communication section (E2). Bellevue Tree Board added 2 new members this year, Rob Clatterbuck and Kathy Radosta to fulfill the New Tree Board Member section of E6. For E7 we held a public tree pruning workshop in American Heros Park in the spring. Several members of the Board assisted with tree pruning in several other parks. Other projects were suggested to become winter projects. We delivered our annual report to the City Council to fulfill E12. The section, E13, was completed with our Bellevue 411 Articles and our handouts at Earth Day and Arbor Day events. This led to another winter project of updating the lists we have of desirable and undesirable trees. Our tree planting on Arbor Day at Birchcrest and Mission Middle Schools completed E20 of the Growth Points.

Winter projects: The following were purposed as winter projects:

1. Bellevue 411 future and past (updated) for posting (Scott and others)
2. Review status of the windbreak that was planted at Bellevue West High School (Tom)
3. Continue maintaining new plantings, such as at Forest Station elementary School. (Tom)
4. Pruning as needed to Parks (All)
5. Review and update monthly timeline and other documents (Deborah and All)
6. Produce list from this year's minutes for the annual report (Deborah)

Tree Inventory: Jo reported that the Cemetery inventory was completed by herself and Nancy. The inventory should be completed for this year. Don asked which quadrant is for next year and **Jo will look and let him know which is next in line to be updated.**

Monthly timeline of duties: Deborah gave members a copy of the current timeline to review and amend before the December meeting. Nancy asked if it could be made into a clearer, easier to read bullet list. **Deborah will retype it into a bullet list and send it to the members to review before the December meeting.** She also mentioned that perhaps it is time to update the city tree ordinance as well. **Don asked her to send all a copy of the ordinance.**

Tree festival grant status: Don reported that the utility work has not progressed. Also, no grant was available to cover the cost of 100 trees. It was decided to put this project on hold at this time.

Since several members will be out-of-town during the time of our November meeting, it was decided to delay the meeting until December 10, 2024. All members agreed.

There being no further business, Kathy and Don moved and seconded that we adjourn the meeting. All present approved.

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

Tentative agenda for December 10, 2024

Attendance

Volunteer Hours

Park Report – Jim

Old Business

Bellevue 411 – articles

Winter Projects

List of reasons to plant or replace trees

BWHS tree line clearing

New Business

Annual Report additions/deletions

Tree City USA

Tree inventory

Tree festival/event

Possible workshop(s) with Graham Herbst



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MAYOR

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	45.23
		<u>\$ 45.23</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	92.86
CAPITAL BUSINESS SYSTEMS, INC	2024/10/20-11/19 COPIER EXPENSE	180.24
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	3,780.88
LEAGUE OF NEBRASKA MUNICIPALITIES	2024/09/01-2025/08/31 MANAGEMENT DUES-RISTOW	743.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	45.37
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	87.28
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	90.72
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	355.26
		<u>\$ 5,375.61</u>

LEGAL

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	139.29
DVORAK LAW GROUP	2024/08/31M LEGAL SERVICES	292.50
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2024/11/30	7,765.00
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	3,775.93
KUTAK ROCK, LLP	2024/08/31M LEGAL SERVICES	1,422.50
KUTAK ROCK, LLP	2024/09/30M LEGAL SERVICES	2,992.50
KUTAK ROCK, LLP	2024/10/31M LEGAL SERVICES	5,418.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	43.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	77.67
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	90.72
		<u>\$ 22,017.91</u>

CABLE ADVISORY

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	46.43
COX BUSINESS SERVICES	2024/11/19-12/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	4,248.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	27.79
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	36.73
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	60.48
		<u>\$ 4,428.89</u>

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	2024/12/28-2025/12/28/ MUNICIPAL CODE INTERNET RENEWAL	550.00
CAPITAL BUSINESS SYSTEMS, INC	2024/10/26-11/25 COPIER EXPENSE	180.43
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	2,303.37
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	28.57
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	36.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	60.48
		<u>\$ 3,159.84</u>

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	224.99
CAPITAL BUSINESS SYSTEMS, INC	2024/10/20-11/19 COPIER EXPENSE	196.08
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	8,203.51
HANEY SHOE STORE	SAFETY SHOES-J STEINBACK	200.00
INDOFF, INC	CALENDARS	274.89
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
MIDLANDS PRINTING	BUSINESS CARDS-J TORDOFF	119.15
RED WING BUSINESS ADVANTAGE	SAFETY SHOES	400.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	108.35
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	184.65
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	272.16
		<u>\$ 10,213.78</u>

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LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2024/10/31-11/29 COPIER EXPENSE	206.56
CAPITAL BUSINESS SYSTEMS, INC	2024/09/02-12/01 COPIER EXPENSE	53.16
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	8,377.72
ENVISIONWARE, INC	2025/01/01-12/31 RENEWAL SUBSCRIPTION	624.75
INGRAM LIBRARY SERVICES	BOOKS	4,095.39
MIDLANDS PRINTING	BUSINESS CARDS-BULLOCK, BARNARD	134.35
OVERDRIVE, INC	CONTENT PURCHASES ON-LINE	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	104.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	136.24
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	241.92
SCOTT WELCH	2024/12/31M WEB HOSTING & SUPPORT	125.00
VERIZON WIRELESS	2024/11/17-12/16 MONTHLY SERVICE	96.81
		<u>\$ 15,303.54</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	139.29
CATFISH LAKE AT THE LODGE	EMPLOYEE APPRECIATION LUNCHEON	4,038.75
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	12,571.41
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	254.53
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	100.33
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	134.12
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	272.16
UKG INC	2024/10/31M PAYROLL PROCESSING OVERAGE	926.64
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	2,706.10
		<u>\$ 21,173.33</u>

CODE ENFORCEMENT

AaLL ABOUT TREES	TRIM ASH TREES-14308 S 35TH ST	650.00
AaLL ABOUT TREES	REMOVE DEAD TREE-3302 DANIEL ST	575.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	432.35
CROW LAWN CARE LLC	2024/09/19-10/17 MOWING	5,000.00
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	8,860.11
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-T WOLD	313.49
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	78.81
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	99.39
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	(120.96)
TRAVELERS	2024/11/30M PAID LOSS RECOVERY	259.00
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	594.50
		<u>\$ 16,741.69</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240119 2024/09/23-11/17 PROF SERVICES MS4	4,655.08
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	432.35
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	7,556.81
JOHN KRAGER	REIMB CONFERENCE EXPENSES	85.09
MATRIX BUSINESS SYSTEMS INC	2024/11/30M COPIER EXPENSE	275.31
MIDWEST PETROLEUM EQUIPMENT	2024/08/27-11/12 PUMP NOT COMMUNICATING W/FUELMASER	3,831.20
ONE CALL CONCEPTS	2024/11/30M ONE CALL SYSTEMS	810.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	93.57
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	145.39
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	211.68
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	56.90
		<u>\$ 18,153.78</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/10/15 MOWING	1,093.35
A-RELIEF SERVICES	2024/11/02-11/29 PORTABLE RESTROOMS-CHURCH	199.00
A-RELIEF SERVICES	2024/11/05-12/02 PORTABLE RESTROOMS-AHP	327.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	87.69
CAPITAL BUSINESS SYSTEMS, INC	2024/10/18-11/17 COPIER EXPENSE	20.22
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	107.39

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PARKS (cont'd)

CREATIVE SITES, LLC	RUBBER SEATS	136.43
EMPLOYEE BENEFITS SYSEM	2024/11/30M HEALTH INSURANCE	8,663.50
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	97.18
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	119.62
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	524.96
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	2,830.44
		<u>\$ 14,206.78</u>

RECREATION

AQUA-CHEM	WAVE SWIVEL CADDY WITH REMOTE	3,775.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	132.90
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	2,768.64
HORTENCIA DIAZ	REFUND REED CENTER DEPOSIT	450.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	23.39
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	42.01
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	60.48
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	430.59
		<u>\$ 7,766.40</u>

FACILITY MAINTENANCE

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	139.29
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	13,282.74
HD SUPPLY formerly Home Depot Pro	JANITORIALSUPPLIES-DIST 2	1,232.29
HELM SERVICE	FIRE TRAINING SITE 2 VAV BOX REHEATS	3,715.59
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.50
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-TRAINING SITE	702.18
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	143.69
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	48.69
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	41.80
OVERHEAD DOOR CO OF OMAHA	REPLACE ROLLERS, LUBE-DIST 2	147.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	92.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	115.34
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	272.16
SUN VALLEY LANDSCAPING	EROSION CONTROL-WILSHIRE DR	1,145.00
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-DIST 2	274.96
TRISTAR	2024/10/31M CLAIMS PAID AND ALAE	11,250.59
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	531.20
		<u>\$ 33,264.57</u>

CEMETERY

A-RELIEF SERVICES	2024/11/09-11/29 PORTABLE RESTROOMS-CEMETERY	199.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2024/12/06-2025/01/05 COPIER EXPENSE	15.45
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2024/11/22-12/21 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	2,942.85
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	30.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	37.64
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	90.72
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	171.58
		<u>\$ 3,709.35</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART DESIGN 27-36 2024/10/21-11/17	6,471.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	272.19
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	274.17
DREFS TREE SERVICE	CUT DOWN TREE IN CITY OUTLOT	3,400.00
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	44,430.96
FELSBURG HOLT & ULLEVIG, INC	BPW-240601 36TH ST CORRIDOR 2024/10/31M	19,405.00
HEIMES CORPORATION	BPD-245407 STORM SEWER-25TH & CHANDLER THRU 2024/11/25	94,307.20

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STREETS (cont'd)

INDEPENDENT SALT CO	SALT/ICE CONTROL	1,629.75
METROPOLITAN AREA PLANNING AGENCY	2023/10/01-2024/09/30 FY 2024 TIP FEE	154,275.36
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2024/10/12-11/08	662.50
MOBOTREX	POLE UNIVERSAL MOUNT, PUSH BUTTON	2,640.00
NEBRASKA DEPARTMENT OF	TRAFFIC SIGNAL PHASING N370	23,752.37
OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	40.81
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	256.75
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	9,764.20
OMNI ENGINEERING	ASPHALT	8,891.53
READY MIXED CONCRETE COMPANY	CONCRETE	12,130.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	350.27
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	451.26
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	1,048.72
SWAIN CONSTRUCTION CO	CONCRETE PROJECT	71,266.35
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS 2024/09/01-10/31	25,458.75
TRISTAR	2024/10/31M CLAIMS PAID AND ALAE	836.13
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	6,256.50
		\$ 488,272.19

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHT BARS, SIRENS & EMERGENCY EQUIP FOR FC1, FC3, BRAKE LIGHT, STEEL WINDOW BARS	17,541.32
ARNOLD MOTOR SUPPLY, LLC	REAR AXLR GASKET SET, BEARINGS, FLOORLINERS, BRAKE PADS/ROTORS, VALVE, TAPE	1,028.65
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	BALDWIN PARTS, KURT PARTS, TRICO PARTS, ANCO PARTS, FORNEY PARTS, BLACKJACK, RAYBESTOS PARTS, THREADLOCKER, PICO PARTS	705.20
BEARDMORE CHEVROLET	2 KEY FOBS & TRANSMITTERS	510.89
CAPITAL BUSINESS SYSTEMS, INC	2024/10/20-11/19 COPIER EXPENSE	60.98
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	18,170.64
FACTORY MOTOR PARTS CO	VAPOR CANISTER, SCREEN ASSY	233.79
JIM HAWK TRUCK TRAILERS	CLEVIS ASSY	5.74
LOGAN CONTRACTORS SUPPLY	OVERNIGHT HEATER	536.76
MACQUEEN EQUIPMENT, LLC	ACTUATOR & HYD MOTOR	1,973.13
NAPA AUTO PARTS	FLASHERS, FILTERS, CLAMPS, BRAKE PADS/ROTORS, BRAKE CALIPERS, TRAILER WIRE	1,265.17
NEBRASKA IOWA INDUSTRIAL FASTENERS,	BOLTS, TERMINALS, TY-RAP, PLOW BOLTS, SAW BLADES	263.70
NORTH CENTRAL AMBULANCE SALES	DOOR ROLLER ASSY FOR MED21	692.56
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	177.10
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	257.55
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	483.84
THERMO KING CHRISTENSEN	STARTER MOTOR	365.53
TOYNE, INC	6 GAL DEF TANK (2), AUTO EJECTS, FIRE TRUCK PARTS	4,944.54
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	704.15
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	329.73
		\$ 50,404.79

SOLID WASTE

PAPILLION SANITATION	2024/10/29-11/12 GLASS RECYCLING	556.73
PAPILLION SANITATION	2024/11/19 GLASS RECYCLING	192.09
		\$ 748.82

PLANNING

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2024/10/18-11/17 COPIER EXPENSE	55.58
COLUMN SOFTWARE, PBC	LEGAL AD	9.82
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	2,950.07
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	39.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	57.46
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	90.72
		\$ 3,249.33

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PERMITS & INSPECTIONS

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	599.19
CORNHUSKER AUTO WASH	2024/11/30M CAR WASHES	22.42
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	13,337.53
HARRIS COMPUTER SYSTEMS	2024/12/01-2025/09/30 HOSTING FEE CLOUD	4,164.38
MIDLANDS PRINTING	BUSINESS CARDS-K CARLSON, T WIEDUWILT	283.03
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	111.94
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	146.55
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	272.16
SARPY COUNTY PLANNING & BUILDING	2024/10/02-10/28 INSPECTION SERVICES	2,380.00
SARPY COUNTY PLANNING & BUILDING	2024/09/30M INSPECTION SERVICES	2,205.00
SERVICE MASTER RESTORATION SERVICES	BOARD UP 3843 HARRISON ST	2,128.68
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	1,867.20
		<u>\$ 27,518.08</u>

POLICE

AMAZON WEB SERVICES, INC	2024/11/30M AMAZON WEB SERVICE	927.20
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	4,350.94
AXON ENTERPRISE, INC	BATTERIES, CHARGER	110.00
BEARDMORE CHEVROLET	REMOTE START FOR CHEVROLET MALIBU-UNIT 120 & UNIT 120	707.34
BELLEVUE PRINTING COMPANY	MASS ARREST FORMS WITH TAG	105.00
BLUE 360 MEDIA, LLC	NEB CRIMINAL LAW & TRAFFIC LAW MANUALS	596.70
BRIAN BENSHOOF	REIMB PER DIEM FOR TRAINING	88.50
CAPITAL BUSINESS SYSTEMS, INC	2024/10/17-11/16 COPIER EXPENSE	519.69
CCAP AUTO LEASE	2024/11/30M USPIS VEHICLE LEASE	696.68
CCAP AUTO LEASE	2024/12/31M USPIS VEHICLE LEASE	696.68
CITY OF COUNCIL BLUFFS	2024/11/26 RANGE USE FOR TRAINING	200.00
CLEARVIEW AI, INC	2024/11/17-2025/11/16 SEARCH ACCOUNTS	4,999.00
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	558.97
DETECTACHEM, INC	DETECT DRUG POUCHES	1,213.63
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	167,880.35
FAMILY FARE	POLICE CITIZENS ACADEMY GRADUATION DINNER	135.40
GOVDIRECT, INC	LAPTOP COMPUTERS (25)	64,717.97
GREAT PLAINS UNIFORMS	UNIFORM ITEMS (5 EMP)	1,113.48
H S M AMMUNITION	AMMO FOR SNIPERS	3,269.00
HOPE VALENTINE, LLC	2024/11/30M NOVEMBER 5 HOURS	750.00
HYUNDAI MOTOR FINANCE	2024/12/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	163.36
JOE MILOS	REIMB PER DIEM FOR TRAINING	147.50
KAREN WRIGLEY	REIMB FOR TRAINING SUPPLIES	29.46
LEADSONLINE, LLC	2025/01/01-12/31 LEADSON LINE SOFTWARE RENEWAL	12,964.00
MATRIX BUSINESS SYSTEMS INC	2024/11/30M COPIER EXPENSE	106.43
MOTOROLA SOLUTIONS, INC	REPLACE PORTABLE RADIOS (25)	3,024.00
MPH INDUSTRIES INC	3 PYTHON RADAR UNITS	6,390.00
NEBRASKA FURNITURE MART	PROJECTOR FOR CLASS ROOM	2,918.48
PAT KOCHENDERFER	2024/11/30M CONTRACTED HOURS	100.70
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	1,088.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	2,650.45
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	4,032.80
SYMBOL ARTS	BPD PATCHES SAMPLE	40.00
THOMSON REUTERS - WEST	2024/11/30M ONLINE SOFTWARE SUBSCRIPTION	220.00
TRAVELERS	2024/11/30M PAID LOSS RECOVERY	50.00
TRISTAR	2024/10/31M CLAIMS PAID AND ALAE	15,758.51
TX PAPHILLION LLC	2024/11/30M CAR WASHES	29.99
TYLER BROM	REIMB PER DIEM FOR TRAINING	88.50
U.S. CELLULAR	2024/11/09-12/08 MONTHLY SERVICE	88.56
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	15,619.33
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	(300.97)
WESTWIND COMPUTER PRODUCTS, INC	2 SIMULATOR GLASSES FOR TRAINING	34,317.32
		<u>\$ 354,003.92</u>

MINUTE RECORD

CLAIMS FOR 2024/12/17 COUNCIL MEETING

PAGE 6

FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	HOSE REPAIR-DIST 2	512.25
AIRGAS USA, LLC	2024/10/31M CYLINDER RENTAL	173.86
AIRGAS USA, LLC	OXYGEN	446.52
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	1,942.52
AVI SYSTEMS	EQUIPMENT, INTEGRATION, PRO SUPPORT	125,277.00
BELLEVUE PRINTING COMPANY	BUSINESS CARDS-D GIFFORD, PETERSEN	60.00
BEST CUT LAWN CARE	ROCK & LANDSCAPING MATERIALS FOR DIST 1	3,400.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, INFECTIOUS SUPPLIES, PHARMACY	6,228.96
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	214.78
ED M FELD EQUIPMENT CO	SCBA COMPRESSOR MAINTENANCE	900.00
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	127,947.31
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-B RICHARDSON (7 EMP)	2,216.83
INTERNATIONAL ASSOCIATION OF FIRE	2025/01/01-12/31 MEMBERSHIP DUES-BETTS	89.58
JOSEPH GIBILISCO	REIMB PER DIEM FOR TRAINING	206.50
MACQUEEN EQUIPMENT, LLC	PULL-ON BOOTS, FIRE HELMET BOWER	717.79
MARCO TECHNOLOGIES, LLC	2024/10/02-11/01 COPIER EXPENSE	144.89
MARCO TECHNOLOGIES, LLC	2024/10/27-11/26 COPIER EXPENSE	55.16
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	33.08
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	839.32
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	1,831.26
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	2,933.28
STERICYCLE, INC	2024/10/31M ON-SITE SHREDDING SERVICE	180.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,800.00
THE EMS TRAINING SCHOOL	PARAMEDIC TUITION & BOOKS FOR 6 STUDENTS	52,999.49
TRISTAR	2024/10/31M CLAIMS PAID AND ALAE	4,735.89
UNITED STATES LAW ENFORCEMENT, LLC	PROFESSIONAL PHOTO SHOOT	3,250.00
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	8,056.37
ZOLL DATA SYSTEMS INC	2024/12/15-2025/03/14Q FRMS & RMS MAINTENANCE	3,000.94
ZOLL DATA SYSTEMS INC	2024/12/31M ZOLL BILLING	1,654.80
		\$ 351,848.38

NON-DEPARTMENTAL/CONTRACTS

COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE-CREDIT	(161.02)
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	(9,026.00)
CENTURY LINK	2024/10/20-11/19 MONTHLY SERVICE	65.93
FORVIS MAZARS LLP	2024/09/30 MAINTENANCE OF CAPITAL ASSETS THRU 2024/09/30	2,525.00
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV 2024/11/03-11/30	11,045.96
HEARTLAND MARKETING & COMMUNICATI	2024/07/26-09/29 SOCIAL MEDIA MANAGEMENT	1,825.91
SARPY COUNTY COURT HOUSE	2025/01/31M ANIMAL CONTROL	17,530.00
		\$ 23,805.78

INFORMATION TECHNOLOGY

US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	253.68
DELL MARKETING L.P.	ALL IN ONE COMPUTERS FOR IT (6)	8,034.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	686.50
MOTOROLA SOLUTIONS, INC	KEYLOADER CABLE ASSEMBLY	448.00
ONE CALL CONCEPTS	2024/10/31M LOCATES	3.58
SHI INTERNATIONAL CORP	2024/10/03-2025/02/25 CISCO DUO MAINTENANCE	1,228.00
TESSCO	COMMUNICATION PARTS	258.35
TJ CABLE	2024/11/30M LOCATES	200.00
VERTIV CORPORATION	2024/10/07-2025/10/06 MAINTENANCE FOR UPS/BATTERY SERVICES	3,181.51
		\$ 14,293.62

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2024/11/30M BELLEVUE INDOOR WATERPARK SERVICES	12,500.00
		\$ 12,500.00

2206 LONGO DR

ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2024/10/31	9,000.00
TRED-MARK COMMUNICATIONS	ADDITIONAL DATA FOR CAMERAS FOR LIBRARY	9,455.53
		\$ 18,455.53

MINUTE RECORD

CLAIMS FOR 2024/12/17 COUNCIL MEETING

PAGE 7

WASTEWATER

AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	691.28
AT&T MOBILITY	2024/11/08-12/07 MONTHLY SERVICE	655.28
CAPITAL BUSINESS SYSTEMS, INC	2024/10/09-11/08 COPIER EXPENSE	100.61
CENTURY LINK	2024/11/13-12/12 MONTHLY SERVICE	218.36
CITY OF OMAHA	2024/08/31M SEWER FEES	622,164.92
CITY OF OMAHA	2024/09/30M SEWER FEES	569,956.64
COX BUSINESS SERVICES	2024/11/30M MONTHLY SERVICE	78.40
COX BUSINESS SERVICES	2024/11/12-12/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2024/11/18-12/17 MONTHLY SERVICE	92.49
CUMMINS SALES AND SERVICE	GENERATOR REPAIR	388.50
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB 2024/11/30M	3,045.00
EMBRIS GROUP LLC	BPW-230307 BLUFF STREET LIFT STATION 2024/09/01-	3,700.00
EMPLOYEE BENEFITS SYSTEM	2024/11/30M HEALTH INSURANCE	16,040.24
GEARHART CONSTRUCTION & PLUMBING	INSTALL BACKWATER VALVE-7802 S 45TH AVE CIR	6,000.00
GRAINGER	GLOVES	416.52
HANEY SHOE STORE	SAFETY SHOES-D DECKER, ENGEL	400.00
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION 2024/07/28-09/28	33,440.88
HDR ENGINEERING, INC	BPW-211123 HAWORTH PARK WW COLLECTION SYS 2024/06/30-11/30	3,116.89
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION EVAL 2024/11/03-	9,758.53
NMC GROUP, INC	2024/09/24-10/02 PUMP RENTAL	3,132.34
NMC GROUP, INC	2024/08/27-09/23 CREDIT ON PUMP RENTAL FEE	(5,625.00)
NMC GROUP, INC	2024/08/27-09/23 PUMP RENTAL FEE	10,400.58
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	69.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES	389.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LIFE	154.33
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M LTD	192.20
RELIANCE STANDARD LIFE INSURANCE CO	2024/11/30M DENTAL	534.64
UNITED RENTALS (NORTH AMERICA), INC	COMPETENT PERSON TRAINING (8)	1,680.00
UNITED RENTALS (NORTH AMERICA), INC	CONFINED SPACE TRAINING (13)	2,730.00
US BANK VOYAGER FLEET SYSTEMS	2024/10/31M FUEL PURCHASES	3,117.17
		<u>\$ 1,287,247.79</u>
BELLEVUE CITY MUNICIPAL CORPORATION		
ELITE AERIAL	INSTALL PIPING-1410 WALL ST	18,165.98
		<u>\$ 18,165.98</u>
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	100.19
		<u>\$ 100.19</u>
COMMUNITY DEVELOPMENT		
EASTERN NEBRASKA COMMUNITY	BELLEVUE GENERATOR MEMO #4-WATER HEATER	4,009.00
		<u>\$ 4,009.00</u>
FEDERAL FORFEITURES-JUSTICE FUNDS		
CLARK BOAT COMPANY, INC	22' DURASPORT BOAT, TRAILER, TWIN MOTORS	85,600.00
VERIZON WIRELESS	2024/11/22-12/21 MONTHLY SERVICE	621.51
		<u>\$ 86,221.51</u>
	TOTAL CLAIMS FOR 2024/12/17	<u><u>\$ 2,916,405.61</u></u>
	TOTAL PAYROLL FOR 2024/12/06	<u><u>\$ 1,881,753.21</u></u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2024		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court, Bellevue, NE 68005 and Travis McLaughlin as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court Bellevue, NE 68005 and Travis McLaughlin as Manager. Applications are received directly from the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review to the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court, Bellevue, NE 68005 and Travis McLaughlin as Manager.

ATTACHMENTS:

1. Application	2. Police Report	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: _____

Jimmy P. [Signature]
[Signature]
[Signature]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: November 20, 2024 Due to City Clerk: December 4, 2024

Applicant: CFPD LLC dba A View in Fontenelle Hills

Location/Address: 1102 Country Club Court Bellevue, NE 68005-2003

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court Bellevue, NE 68005 and Travis McLaughlin as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Travis McLaughlin 4454 N. 165th Street Omaha, NE 68116</u>	<u>---</u>
2.	<u>_____</u>	<u>_____</u>

Comments:

No comments or concerns from Police

Signature of Reviewer: Captain Kurt Stroehler Digitally signed by Captain Kurt Stroehler
Date: 2024.11.25 09:00:03 -06'00' Date: 11-25-24

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 12/4/2024 City Council Date: 12/17/2024

Applicant: CFPD LLC dba A View in Fontenelle

Address: 1102 Country Club Court Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle" located at 1102 Country Club Court, Bellevue, and Travis McLaughlin as Manager.

Background:

Is this location within the city limits of Bellevue? Yes

Is this location within the city's two-mile zoning jurisdiction? Yes

Existing Zoning: RS-120-PS Existing Land Use: Banquet Hall

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation:

Adjacent Land Use and Zoning:

North: Vacant, RS-120-PS

South: Apartments, RS-120-PS

East: Single Family Residential, RS-120-PS

West: Apartments, RS-120-PS

Distance from school (If applicable): N/A

Distance from college (If applicable): N/A

Distance from church (If applicable): N/A

Immediate neighborhood/area land uses:

Adjacent area is a mix of vacant property, previously Fontenelle Hill Golf Course, multi family housing, and single family residences.

Number of parking spaces required: N/A Provided:

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

Street/Access: There is no street/access impact expected.

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

The current use is a banquet hall and would accommodate liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: CFPD LLC dba A View in Fontenelle Hills

Location/Address: 1102 Country Club Court City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFBD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court Bellevue, NE 68005 and Travis McLaughlin as Manager.

Date Application Received: 11/20/2024

Final Date Hearing can be held: (45 days from receipt): 1/4/2025

Date Advertised (not less than 7 nor more than 14 days): 12/4/2024

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>27</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>31</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>
Class X (Wholesale Liquor)	<u> </u>
Total:	<u>91</u>

Nebraska Secretary of State

CFPD, LLC

Thu Oct 31 09:04:48 2024

SOS Account Number

2407162312

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

ANDREW J HUBER
1000 BLACKSTONE PLAZA
3555 FARNAM STREET
OMAHA, NE 68131

Designated Office Address

4454 N. 165TH STREET
OMAHA, NE 68116

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jul 26 2024

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Jul 26 2024	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 28 2024	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation
\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

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Additional Information Requested

File Number: 53345

LICENSE TYPE

**Class I Beer, Wine, Spirits On
Sale Only**

ADDITIONAL INFORMATION DATE
RECEIVED

2024-11-19

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

CFPD LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-07-22

CORRESPONDENCE ADDRESS

4454 N 165th St, Omaha NE 68116

MAILING ADDRESS

PHYSICAL ADDRESS

1102 Country Club CT Bellevue Ne 68005

CONTACT NAME

Britney McLaughlin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 960-3898

ALTERNATE PHONE

FAX

EMAIL

britneymclaughlin17@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Britney McLaughlin	President		60
Travis McLaughlin	Manager		40

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 083211 (Active) - Class C Beer, Wine Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
A VIEW/FONTENELLE HILLS (OFCC)

ADDITIONAL INFORMATION REQUESTED

I need to know who is authorized to sign on the bank account. Please put the names of the authorized signers in the comments and then click submit. Contact me if you have any questions. Hannah Yates 402.471.2735 or hannah.yates@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

Britney McLaughlin
Travis McLaughlin

APPLICANT

Britney McLaughlin



Additional Information Requested

File Number: 53345

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

ADDITIONAL INFORMATION DATE
RECEIVED

2024-11-07

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

CFPD LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-07-22

CORRESPONDENCE ADDRESS

4454 N 165th St, Omaha NE 68116

MAILING ADDRESS

PHYSICAL ADDRESS

1102 Country Club CT Bellevue Ne 68005

CONTACT NAME

Britney McLaughlin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 960-3898

ALTERNATE PHONE

FAX

EMAIL

britneymclaughlin17@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Britney McLaughlin	President		60
Travis McLaughlin	Manager		40

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 083211 (Closed) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
A VIEW/FONTENELLE HILLS (OFCC)

ADDITIONAL INFORMATION REQUESTED

There are a couple of things that I need before I can process your application.

1. A copy of the signed lease. The copy you submitted is not signed.
2. Signed Business Purchase Agreement (Memorandum of Understanding). The copy you submitted is not signed.
3. Alcohol Inventory (if you are buying the inventory)

Also, don't forget to fill out your individual history that I sent you today from the lcc.nereply@nebraska.gov email address.

If you have any questions please contact me. Hannah Yates 402.471.2735 or hannah.yates@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

We will not be purchasing any alcohol inventory

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Signed CFPD lease.pdf	Signed Lease
Lease / Deed / Purchase Agreement	Signed A View Venues MOA.pdf	Signed MOA
Lease / Deed / Purchase Agreement	Signed CFPD lease.pdf	Signed Lease
Lease / Deed / Purchase Agreement	Signed A View Venues MOA.pdf	Signed MOA

APPLICANT

Britney McLaughlin



Additional Information Requested

File Number: 53345

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

ADDITIONAL INFORMATION DATE
RECEIVED

2024-11-18

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

CFPD LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-07-22

CORRESPONDENCE ADDRESS

4454 N 165th St, Omaha NE 68116

MAILING ADDRESS

PHYSICAL ADDRESS

1102 Country Club CT Bellevue Ne 68005

CONTACT NAME

Britney McLaughlin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 960-3898

ALTERNATE PHONE

FAX

EMAIL

britneymclaughlin17@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Britney McLaughlin	President		60
Travis McLaughlin	Manager		40

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 083211 (Closed) - Class C Beer, Wine Spirits On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
A VIEW/FONTENELLE HILLS (OFCC)

ADDITIONAL INFORMATION REQUESTED

Your Memorandum of Understanding will work for the business purchase agreement, however, it is in your individual names. You will need to do an addendum or amendment putting it in your business name. Contact me if you have any questions. Hannah Yates 402.471.2735 or hannah.yates@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

Addendum attached!

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Revised MOU - CFPD.pdf	Addendum - MOU CFPD LLC

APPLICANT

Britney McLaughlin



Application Copy

File Number: 53345

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

APPLICATION DATE RECEIVED

2024-10-29

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

CFPD LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-07-22

CORRESPONDENCE ADDRESS

4454 N 165th St, Omaha NE 68116

MAILING ADDRESS

PHYSICAL ADDRESS

1102 Country Club CT Bellevue Ne 68005

CONTACT NAME

Britney McLaughlin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 960-3898

ALTERNATE PHONE

FAX

EMAIL

britneymclaughlin17@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Britney McLaughlin	President		60
Travis McLaughlin	Manager		40

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 083211 (Active) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
A VIEW/FONTENELLE HILLS (OFCC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Event Hall/Wedding Reception

PREMISES NAME

A View in Fontenelle Hills

OPERATOR

Britney McLaughlin

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2029-12-31

PHYSICAL ADDRESS

1102 Country Club Ct Bellevue Ne 68005

MAILING ADDRESS

CONTACT NAME

Britney McLaughlin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(402) 933-2929

ALTERNATE PHONE
(402) 960-3898

FAX

EMAIL
britneymclaughlin17@gmail.com

PREMISES MANAGER
Britney McLaughlin

PREMISES MANAGER EMAIL
britneymclaughlin17@gmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Yes
(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L61, W65

3 floors

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes

Deck with a railing

L40, W50

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

3

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

January 1st 2025

- 10 What are the anticipated hours of operation?

Private rental only

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

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

No

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.

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

Access Bank

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Director of A View Venues

16 Are all individuals named in this application over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

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

None

19 Has the premises location been previously licensed within the last 2 years?

Yes

20 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

21 What is the premises manager's name?

Currently Brandelyn Goldapp - 12/31/24

Britney McLaughlin - 1/1/2025

22 What is the manager's address?

4454 N 165th St Omaha NE 68116

23 What is the manager's phone number?

402-960-3898

24 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas County

25 What is the manager's email address? An email will be sent to them to obtain their personal information.

britneymclaughlin17@gmail.com

26 Is the manager married?

Yes

Travis McLaughlin

tmclaughlin1988@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Building Lease - CFPD LLC.pdf	
Lease / Deed / Purchase Agreement	Memorandum of Understanding.pdf	Purchase Agreement OFCC LLC - CFPD LLC
Premises Description & Diagram	MainFloorfromBlankFH.pdf	
Privacy Act Statement	Privacy Act Britney.pdf	
Privacy Act Statement	Privacy Act Travis.pdf	
Temporary Operating Permit (TOP)	Temporary operating permit.pdf	
Explanation of Convictions/Guilty Pleas	Explanation of convictions.pdf	
Business Plan	CFPD LLC - Business Plan.pdf	

APPLICANT

Britney McLaughlin

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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



CFPD LLC - A View in Fontenelle Hills is a premier wedding and event venue located in Bellevue Nebraska. Our venue offers a blend of stunning ambiance, unmatched customer service, and a versatile space designed to cater to every client's dream event. With a focus on creating memorable experiences, we provide a full-service package that includes, service staff, décor, and, most notably, a comprehensive liquor service that elevates the guest experience.

The venue, fully licensed to serve alcoholic beverages, aims to differentiate itself in the market by offering a seamless event planning process, where every detail—down to custom drink selections—can be tailored to the client's vision. Our business will thrive on excellent customer service, consistent quality, and high-end aesthetics.

Business Objectives

- Achieve 70% venue booking capacity by the end of the first year.
- Generate \$400,000 in revenue in the first year of operation.
- Maintain a 90% satisfaction rate based on client feedback and online reviews.
- Build strategic partnerships with local vendors, including florists, photographers, and caterers.
- Develop a brand known for luxury events, impeccable service, and exclusive beverage offerings.

Vision and Mission

Vision: To be the premier wedding and event venue in the region, known for creating unforgettable experiences with a unique blend of aesthetic charm and personalized service.

Mission: Our mission is to deliver exceptional service and create extraordinary events tailored to each client's desires. By offering a fully licensed bar service, we provide a comprehensive event experience where clients can customize their beverage options, adding a layer of luxury and convenience.

Venue Description

Our venue is situated in a prime location, easily accessible yet tucked away to provide privacy for intimate gatherings. The building features:

- **A homey space** with seating for 200 guests, offering a versatile layout suitable for various event themes.

- **An outdoor deck** with a picturesque view, perfect for ceremonies or cocktail hours.
- **Private suites** for the bridal party, equipped with luxury amenities to ensure comfort on the big day.
- **On-site prep kitchen** to streamline food service in partnership with preferred local vendors.

Liquor License & Beverage Service

The liquor license is a key differentiator in our market. We will offer:

- **Standard open bar packages:** Beer, wine, and select spirits.
- **Premium packages:** High-end wines, craft beers, and specialty cocktails curated with the client.
- **Cash bar option:** Available for guests at corporate or social events.
- **Signature cocktails:** Personalized drink options that reflect the couple's tastes or event theme.
- **Bartender service:** Highly trained staff to ensure a smooth, responsible, and enjoyable bar experience for guests.

Compliance with local liquor laws is a priority. We will ensure all bartenders are licensed and trained in responsible alcohol service.

Market Analysis

The wedding industry is growing, and couples are increasingly looking for all-inclusive venues that can provide a unique experience without the hassle of managing multiple vendors. According to recent studies, the average couple spends approximately \$33,900 on their wedding.

Target Market:

- **Couples aged 25-40:** Looking for a wedding venue with both aesthetic charm and practical amenities.
- **Corporate clients:** Hosting private events, company parties, or retreats
- **Event planners:** Seeking a versatile space with reliable, high-end services for various celebrations.

Our venue's location in Bellevue is ideal for attracting both local clients and destination weddings, leveraging its scenic appeal and proximity to popular downtown hotels and transport hubs.

Competitive Analysis

Competitors in the area include several wedding venues offering various levels of service, but many do not have a liquor license or offer customized beverage packages. CFPD LLC – A View in Fontenelle Hills will stand out by providing:

- A fully licensed bar with the flexibility for customization.

- An urban rustic, aesthetically appealing space that can be transformed to suit any wedding style.
- Comprehensive service offerings, including event planning, décor, and catering partnerships.

Marketing Strategy

1. **Online Presence:** A strong social media presence on Instagram and Facebook to showcase past events, highlight venue features, and share client testimonials. Our website will feature a virtual tour and direct booking inquiries.
2. **Partnerships:** Collaborating with wedding planners, florists, caterers, and photographers for cross-promotion and referral opportunities.
3. **SEO & Google Ads:** Invest in targeted online advertising to ensure our venue ranks highly in searches for wedding venues in the Omaha Metro Area.
4. **Vendor Referrals:** Establish relationships with local hotels, car services, and other wedding vendors to create a seamless package for out-of-town guests.

Operations Plan

Management: The venue will be run by a venue director/owner, who oversees daily operations, including staffing, bookings, and vendor coordination.

Staffing:

- Full-time event coordinators to assist clients in planning their events from start to finish.
- A team of trained bartenders who are knowledgeable in both classic and modern cocktail preparation.
- Part-time staff for set-up, clean-up, and day-of event support.

Financial Plan

Start-up Costs:

- **Venue purchase:** \$500,000
- **Monthly Rent:** \$8,500
- **Liquor inventory:** \$5,000

Revenue Projections:

- Average booking fee: \$6,000
- Alcohol revenue per event: \$2,000
- Estimated bookings in Year 1: 40 events
- Total revenue for Year 1: \$400,000

Expenses:

- Staff wages: \$80,000 annually
- Liquor and bar supplies: \$15,000 - \$20,000

- Utilities, insurance, and other operational costs: \$10,000 annually

Conclusion

CFPD LLC A View in Fontenelle Hills is poised to capture a significant share of the wedding and event market by offering a unique combination of a stunning venue and a customizable, full-service bar experience. With a dedicated team, strategic partnerships, and a clear focus on customer satisfaction, we anticipate strong growth and profitability in our first year of operation.

BUILDING LEASE

THIS LEASE, made and entered into the ____ day of _____, 2024, by and between OFCC, L.L.C., a Nebraska limited liability, hereinafter called the "Landlord" and CFPD, LLC and Britney McLaughlin and Travis McLaughlin, hereinafter called "Tenant":.

1. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the building and parking lot (herein called "Premises") at the following location: 1102 Country Club Ct. Bellevue NE 68005.

2. TERM. This Lease is for an initial term of 5 years, with such term to commence on January 1, 2025, and terminate on December 31, 2029. The Tenant shall have the right to renew the lease for 4 additional Renewal Terms of 5 years each by giving Landlord written notice 60 days prior to the expiration of the then current term.

3. RENT.

a) Base Rent. Tenant agrees to pay rent to Landlord at ACH at Access Bank or 5820 N Circle, Valley, NE 68064, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

Term	Lease Year	Base Rent
1	2025	\$ 8,500.00
1	2026	\$ 8,712.50
1	2027	\$ 8,930.31
1	2028	\$ 9,153.57
1	2029	\$ 9,382.41
2	2030	\$ 9,616.97
2	2031	\$ 9,857.39
2	2032	\$ 10,103.83
2	2033	\$ 10,356.42
2	2034	\$ 10,615.34
3	2035	\$ 10,880.72
3	2036	\$ 11,152.74
3	2037	\$ 11,431.56
3	2038	\$ 11,717.34
3	2039	\$ 12,010.28
4	2040	\$ 12,310.53
4	2041	\$ 12,618.30
4	2042	\$ 12,933.76
4	2043	\$ 13,257.10
4	2044	\$ 13,588.53

Said Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a Material part of the consideration for this lease to keep and perform each and all of material terms, covenants and conditions by it to be kept and performed under this Lease.

b) Operating Expenses. Tenant shall pay all Operating Expenses related to the Premises, including all taxes, utilities, insurance, and maintenance. Tenant shall be responsible for INTERIOR maintenance and EXTERIOR improvements and routine custodianship, including but not limited to all utilities, HVAC, plumbing, lighting, snow removal, landscaping, cleaning, machinery and equipment, etc. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long-term debt or income taxes paid by Landlord.

c) Payment of Rent. Tenant agrees to pay the Base Rent when due and other amounts when required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord, shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

d) Late Charges. If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge equal to 10% of the base rent due for each month delayed.

e) Services. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.

4. INSURANCE (TENANT). Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of Premises and all areas appurtenant thereto.

Such insurance shall be in the amount not less the limits shown below for the following coverages:

- a. Real Property Insurance, insuring the premises from fire, hail, wind, and all other real property perils. The Real Property Insurance shall name Landlord as additional insured. The Real Property Insurance shall be for full replacement cost from all perils.
- b. Bodily injury and property damage liability insurance, with a per occurrence limits of not less than \$1,000,000 and aggregate limit of not less than \$2,000,000. All such insurance will be on a commercial general liability form including without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in article 10 of this lease.
- c. Property insurance, including plate glass breakage, covering all Tenant's furniture and fixtures, machinery, equipment, stock and other personal property owned and used in the Tenant's business and found in or about the premises or building, and any leasehold improvements to the premises, in an amount not less than full replacement cost thereof. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed.
- c, Workers' compensation insurance satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of Nebraska.
- d. If the tenant operates owned, hired or non-owned vehicles at the building, comprehensive automobile liability coverage will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage.
- e. All policies of insurance that the Tenant must provide pursuant to the provisions of this lease, shall be issued by solvent insurance carriers licensed to do business in the state of Nebraska and acceptable to the Landlord, All policies except workers compensation shall

contain an endorsement whereby the carrier agrees that its insurance is primary and noncontributory with or is in excess of any coverage that Landlord may carry,

If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to procure and maintain same, but at the expense of the Tenant. Tenant shall deliver to Landlord prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance.

5. PERMITTED USE. Tenant may use and occupy the Premises for business in the Tenant's operation of a rental event business and such uses as may be incidental or related thereto, and for no other purpose. Tenant agrees to conduct its business at all times in a responsible and reputable manner and at all times to comply with all laws, ordinances, and governmental regulations applicable to Tenant and affecting the Premises and its cleanliness, safety, occupancy, and use. Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building. Tenant shall not place, store or allow any toxic or hazardous materials in Premises.

6. LANDLORD'S COVENANTS. Landlord covenants that it is the owner of the real estate described in paragraph I of this lease; and that Landlord has full power and authority to make this lease with Tenant. Landlord further covenants that Tenant, upon the other obligations under this lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this lease or until this lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

7. MECHANIC'S LIENS. If any mechanic's lien or other lien is filed against the Building or Land or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause each such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord and shall hold Landlord harmless from any costs, expenses, damages, or liabilities directly or indirectly resulting from such lien,

8. SIGNS AND TRADE FIXTURES. Tenant shall not install any signs upon the exterior of the Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant understands that the Building will be subject to certain architectural and other restrictions, and it shall not be considered to be unreasonable for Landlord to withhold its consent to the installation of any such signs in order to ensure compliance with such restrictions. The immediately preceding sentence shall not be defined in any way to limit Landlord's considerations in determining whether or not to give its consent to the installation of any signs upon the exterior of the Building, and Landlord and Tenant agree that there reasonable causes other than such architectural and other restrictions for Landlord to withhold such consent. Tenant may install in or upon the Premises and remove therefrom such trade fixtures as it may deem necessary or appropriate to its business operations; provided, that the removal of such trade fixtures shall cause no material damage to the Premises. Any damage which may be caused to the Premises by the removal of any of Tenant's trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any such trade fixtures; provided, that such damage is not caused by the negligence of Landlord or its contractors, agents, servants, employees, or anyone else for whom Landlord may be responsible.

9. ALTERNATIONS BY TENANT. Tenant shall make no alterations or additions whatsoever to the Premises or the Building or to any of the mechanical, electrical, plumbing, heating, air conditioning, sprinkler, or sewer systems serving the Premises or the Building without prior written consent of Landlord, which consent shall not be unreasonably withheld. At the time Landlord's consent to any alterations or additions is sought, Tenant shall submit to Landlord plans and specifications for such work, together with a

statement of the estimated cost of such work. All such alterations or additions shall be completed in a good and workmanlike manner with first-class materials. At Landlord's option, Landlord may purchase any additions or alterations made to the Premises by Tenant at a price mutually agreed to by the parties which shall remain a part of the Premises and be surrendered therewith upon the termination of this lease, or upon the termination of this lease required Tenant to restore the Premises to its original condition at Tenant's expense.

10. INDEMNIFICATION. Except as covered by insurance maintained by Tenant, Tenant covenants and agrees to save and hold Landlord harmless from, and indemnify Landlord against, any and all legally enforceable claims or demands against Tenant resulting from or arising out of out any act, omission or negligence of Tenant or any invitee, licensee, guest, servant, agent or employee of Tenant, or arising out of Tenant's use and occupancy of the Premises. In the event that Landlord shall be made a party to any litigation commenced by any such third party against Tenant, for which there is no liability on Landlord's part, then Tenant shall indemnify Landlord against and hold Landlord harmless from such litigation and Landlord shall tender defense of such litigation to Tenant. If Tenant refuses to accept such tender, then Tenant shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation,

Landlord agrees to indemnify Tenant against and to hold Tenant harmless from any and all legally enforceable claims or demands against Landlord resulting from or arising out of Landlord's ownership or leasing of the Building and Land. In the event that Tenant shall be made a party to any litigation commenced by any such third party against

Landlord, for which there is no liability on Tenant's part, then Landlord shall indemnify Tenant against and hold Tenant harmless from such litigation and Tenant shall tender defense of such litigation to Landlord. If Landlord refuses to accept such tender, then Landlord shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation.

11. PUBLIC LIABILITY INSURANCE. General Liability Insurance shall cover public liability.

12. EMPLOYEE PARKING. Tenant and its employees shall park their motor vehicles in parking areas specifically designated by Landlord for that purpose. Landlord reserves the right to rebuild or reconfigure Common Areas.

Cost to manufacture and install all Tenant parking signage is Tenant's sole responsibility; all signage shall Inner City guidelines and be approved by the Landlord.

13. ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this lease (whether voluntarily or by operation of law) or to sublet the Premises without the prior written consent of Landlord, which consent shall not unreasonably be withheld; provided that, notwithstanding Landlord's giving of such consent, Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of Tenant's obligations under this lease, and in the event that any such sublease approved by Landlord shall provide for the payment of rent in excess of rent payable under this lease, such excess rent shall be paid of Landlord as it becomes due under the terms of such sublease. Notwithstanding the fact that Tenant shall remain primarily liable to Landlord for the payment of rent and the performance of tenant's obligations under this lease in the event of any permitted assignment or subletting, as long as there is no default under this lease, Landlord agrees to deal directly with such permitted assignee or subtenant in connection with rent collection and other matters related to its tenancy. Tenant shall make all requests to Landlord for permission to assign this lease or to sublet all or a portion of the Premises in writing, and Landlord shall have no obligation to consider any such request not made in writing. Upon Landlord's receipt of such a request from tenant, Landlord (in addition to its other rights under this paragraph) shall have the option, exercisable in its sole

discretion, to terminate this lease by giving written notice of such termination to Tenant within thirty (30) days after Landlord's receipt of such request. If Landlord exercises such option to terminate this lease, then this lease shall terminate thirty (30) days after Landlord gives such written notice of termination to Tenant, whereupon both Landlord and Tenant shall have no further obligations under this lease in respect of any period subsequent to the effective date of such termination but shall fulfill all of their obligations under this lease which accrued on or before the effective date of such termination.

14. ENTRY BY LANDLORD. Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting the Premises and for all other necessary purposes; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business and provided further that Landlord shall give Tenant at least three (3) business days advance notice of the same, unless an emergency exists, for a period commencing six (6) months prior to the termination of this lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

15. DAMAGE BY CASUALTY. If, during the term of this lease, the Premises shall be so damaged by fire or other casualty as to be rendered wholly or partially untenantable, then the rent shall be abated in proportion to Tenant's loss of use of the Premises while the Premises remain wholly or partially untenantable; and in the event of such damage Landlord shall, within thirty (30) days after such damage, elect whether to repair the Premises or to terminate this lease and notify Tenant in writing of such election. If Landlord elects not to repair the Premises, then this lease shall be deemed to have been terminated as of the date of such damage; but Landlord and Tenant shall fulfill all of their obligations under this lease which accrued on or before the effective date of such termination. If Landlord elects to repair the Premises, then Landlord shall complete such repairs within 270 days after the occurrence of such damages and, upon completion thereof, shall so notify Tenant in writing whereupon Tenant's obligation to pay the full amount of its rent under this lease shall resume as of the date the repaired Premises are made available to Tenant for occupancy. Notwithstanding anything contained in this Paragraph 15 to the contrary, if such damages to the Premises would, in Tenant's reasonable opinion, cause Tenant not be able to conduct its business in an ordinary and usual manner for a continuous period of thirty (30) days or more, than Tenant shall have the right to terminate this lease, effective as of the date of such damages.

16. BANKRUPTCY. In the event that Tenant becomes subject to voluntary or involuntary proceedings under the Bankruptcy Reform Act of 1978 (the "Act"), Landlord shall have all of the rights and remedies which are available to a Landlord under the Act in such event.

17. HOLDOVER. If Tenant remains in possession of the Premises after the termination of this lease without the execution of a new lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this lease, except that the rent shall be 150% of the then base rent plus operating expenses.

18. WAIVERS. One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of (he subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party 's consent to or approval of any subsequent similar act by the other party.

19. WAIVER OF CLAMS.

To the full extent permitted by law and any policies of insurance required under this Lease, Landlord and Tenant and all parties claiming through or under them, mutually release and discharge the other from any and

all claims and liabilities arising from or caused by any risk or hazard covered by insurance on the Premises, the Real Estate, the Building or the operation of Lessee's business on the Premises, or covered by any insurance in connection with the properly on or activities conducted on the Premises by Tenant, regardless of the cause of the damage or loss, If not prohibited by such policies, all such policies shall include appropriate clauses: (i) Waiving all rights of subrogation against Landlord or Tenant, as the case may be, with respect to losses payable under such policies, and/or (ii) Agreeing that such policies shall not be invalidated should the insured waive, in writing prior to a loss, any and all rights of recovery against any party for losses covered by such policies.

20. NOTICES. Whenever under this lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient and given if such notice to Tenant is in writing addressed to Tenant at the Premises, and is delivered personally or sent by certified mail with postage prepaid and if such notice to Landlord is in writing addressed to Landlord at:

If to Seller: OFCC, LLC
Address: 5820 N 279th Circle, Valley, NE 68064
Email: brandigoldapp@gmail.com
Attention: Brandelyn Goldapp and Steven D. Goldapp

with a copy to: Drew Law Firm P.C., L.L.O.
Address: 1612 Lincoln St, Blair, NE 68008
Email: dvdrew@drewlawfirm.net
Attention: David Drew

and

HOUGHTON LAW PC LLO
2804 S 87th Ave Omaha, NE 68124
Email: david@houghton-law.com
Attention: David A. Houghton

If to Buyer: Britney McLaughlin
with a copy to: Address:
Email: britneycroberts@gmail.com
Attention: Britney McLaughlin and Travis McLaughlin

and is delivered personally or sent by certified mail with postage prepaid. Either party may be notice to the other party change to address at which it wishes to receive any notice given under this lease.

21. RELATIONSHIP OF PARTIES, Nothing contained in this lease shall be deemed or construed by the parties hereto, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

22. DELAYS IN PERFORMANCE, The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this lease (except the payment of rent or any other sums of money payable by Tenant under this lease) shall be excused and no default shall be deemed to exist in the

event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, fire, earthquake, flood, explosion, action of the elements, war, riots, failure of transportation, strikes, lockouts* action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials or supplies in the open market, or any other cause beyond the control of Landlord or Tenant, as the case may be.

23. DELINQUENT PAYMENTS. If any base rent, additional rent, or other sums due and payable by Tenant under this lease are not paid within ten (10) days after such base rent, additional rent, or other sums are due and payable, then such unpaid base rent, additional rent, or other sums shall bear interest at the rate of sixteen (16) per cent per annum or, if lower, at the maximum contract interest rate allowable by law from their respective due dates until paid.

24. DEFAULT. If either party defaults in the performance of any obligation or duty under of this Lease, other than as permitted by this Lease, then the party not in default may pursue any remedy available at law or equity,

25. SHORT-FORM LEASE. Both parties agree not to record this lease; but each party hereto agrees, at the request of the other, to execute a so-called "short form" of lease in form recordable and reasonably satisfactory to Landlord's attorneys. In no event shall such "short form" lease set forth the rental and other charges payable to Tenant under this lease, and any such "short form" lease shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms and conditions of this lease.

26. SUBORDINATION Landlord may assign its rights under this lease as security to the holders of one or more mortgages (which term shall include a mortgage, trust deed, or other encumbrance) now or hereafter in force against all or any part of the Building, Common Areas, or Land. Upon the request of Landlord, Tenant will subordinate its rights hereunder to the lien of one or more mortgages (which term shall include a mortgage, trust deed, and other encumbrance) now or hereafter in force against all or any part of the Building, Common Areas, or Land and to all advances made or hereafter to be made upon the security thereof; provided, that any such mortgage shall provide that the mortgagee, in the event of its acquiring title or ownership to or possession of the Premises, Building, Common Areas, or Land, whether through foreclosure, judicial process, or otherwise, shall recognize the validity of this lease and shall honor the rights of Tenant hereunder so long as Tenant (a) is not in default under this lease at the time such mortgagee acquires such title, ownership or possession and (b) agrees to attorn to such mortgagee as if it were the original Landlord hereunder.

27. CUMULATIVE RIGHTS. The rights, options, elections and remedies of both parties contained in this lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or any additional right, priority, or remedy allowed or provided by law.

28, EMINENT DOMAIN. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the lease term shall cease as of the date possession shall be taken by such public authority; and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as shall have been paid in advance for a period subsequent to the date of the taking of possession. If less than twenty-five percent (25%) of the floor space of the Premises shall be so taken, then the lease term shall cease only as to the part taken as of the date possession shall be taken by such public authority, and Tenant shall pay its full rent up to that day with an appropriate refund to Tenant of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter the base rent and the Tenant Fraction shall be equitably adjusted; in such event; Landlord at its expense shall make all necessary repairs and

alterations to the Premises and the Building so as to constitute the remaining Premises a complete architectural unit. If more than twenty-five percent (25%) of the floor space of the Premises shall be so taken, then the lease term shall cease only as to the part so taken from the date possession shall be taken by such public authority, and Tenant shall pay its full rent up to that day with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, except that either party shall have the right to terminate this lease upon notice in writing to the other party given within thirty (30) days after such taking of possession; in the event Tenant remains in possession and Landlord does not so terminate, then all of the terms herein provided shall continue in effect except that the base rent and the Tenant Fraction shall be equitably adjusted, and Landlord shall make all necessary repairs or alterations to the Premises and the Building so as to constitute the remaining premises a complete architectural unit. If more than fifty percent (50%) of the floor space in the Building shall be taken under the power of eminent domain, either party may, by notice in writing to the other delivered on or before the day of surrendering possession to the public authority, terminate this lease; and all rent under this lease shall be computed to the date of such termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or any part of the Premises, shall be the property of the Landlord, whether such damages be awarded as compensation for diminution in the value of the leasehold or for diminution in the value of or loss of the fee of the Premises or otherwise; and tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such compensation except for moving costs.

29. CONTINUOUS OCCUPANCY. Tenant agrees continuously throughout the term of this lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof or caused by no fault of Tenant.

30. BINDING AGREEMENT. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of such parties. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved by Landlord in writing if such approval is required by this lease.

31. ESTOPPEL CERTIFICATES. Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Premises, that this lease is unmodified and in full force and effect (or, if there have been modifications, that this lease is in full force and effect as Modified, setting forth the modifications), that Landlord is not in default hereunder, the date to which the rent and other amounts payable by Tenant have been paid in advance (if any), and such additional facts as reasonably may be required by Landlord or Landlord's mortgagee. Tenant understands and agrees that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises and their respective successors and assigns.

32. GOVERNING LAW. This lease shall be governed by and construed in accordance with the law of the State in which the Premises are located.

33. MULTIPLE COUNTERPARTS. This lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

35. SALE OR UNDERLYING LEASE. In the event of a sale or transfer of the Building, Common Areas, and Land or any undivided interest therein, or in the event of the making by Landlord of an underlying lease of the Building, Common Areas, and Land, or in the event of a sale or transfer of the leasehold estate under any such underlying lease, the respective grantor, transferor, or landlord, as the case may be, thereafter

shall be entirely relieved of all obligations to be performed by Landlord under this lease to the extent of the interest in or portion of the Building, Common Areas, and Land so sold, transferred, or leased; and, without further agreement between any of the parties hereto and the purchaser or transferee in the event of any such sale or transfer or the tenant in the event of any such underlying lease, as the case may be, such purchaser, transferee, or tenant shall be deemed to have assumed and agreed to carry out all of the obligations of Landlord under this lease. As long as any such underlying lease shall be in force and effect, the parties hereto expressly understand and agree that there shall be no liability under this lease on the part of Landlord. Notwithstanding the foregoing provisions of this paragraph, the grantor, transferor, or landlord, as the case may be referred to in this paragraph shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or lease referred to herein.

36. PARAGRAPH TITLES. The titles of the various paragraphs of this lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to define, limit, or describe the scope or intent of (he particular paragraphs to which they refer or to affect the meaning of construction of the language contained in the body of such paragraphs.

37. SEVERABILITY. If any provision of this lease shall be declared legally invalid of unenforceable, then the remaining provisions of this lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

38. TIME OF ESSENCE. Time is of the essence of this lease, and all provisions of this lease relating to the time of performance of any obligation under this lease shall be strictly construed.

39. BROKER. None. Landlord and Tenant represent that they were not represented by a broker in this transaction.

40. NUMBER AND GENDER, Where the context of this lease required, singular words shall be read as if plural, plural words shall be read as if singular, and words of neuter gender shall be read as if Masculine or feminine.

41. SECURITY DEPOSIT. Tenant agrees, upon execution of this Lease, to deposit with Landlord the sum of \$8,500.00 as a security deposit, plus the first month's rent to ensure the performance by Tenant of each and every obligation of Tenant under this Lease. In the event of any default by Tenant, Landlord may apply all or any part of such security deposit to cure such default or to reimburse Landlord for any sum which the Landlord may spend by reason of such default. In the event of any such application, Tenant shall on demand pay to Landlord the sum so applied or retained, which sum shall be added to the then remaining security deposit, so that Tenant's security deposit shall be restored to its original amount. If at the end of the Lease Term, Tenant shall not be in default under this lease, the security deposit or unapplied balance thereof shall be returned to Tenant without interest.

42. OTHER. Landlord and Tenant each waives all rights of recovery, claim, action or cause of action against the other, its agents, officers or employees for any loss or damage that may occur to the premises, or any personal property of such party therein, that may arise by reason of fire, the elements or any other cause that could be insured against under the terms of standard all risk insurance policies, regardless of cause or origin, including negligence of the other party hereto, its licensees and invitees, and covenants that no insurer shall hold ally right of subrogation against such other party.

43. ENTIRE AGREEMENT. Tenant and Landlord hereby agree that this document and the Exhibit(s) hereto which are listed below represent the entire agreement between the parties hereto with respect to the Premises and that there are no other agreements, promises, or representations, written or verbal, between the parties hereto pertaining to the Premises or the subject matter hereof. This lease may not be amended or

supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought, Notwithstanding any provisions to the contrary, Landlord may assign all of his rights and obligations herein to another individual or entity and thereby discharge all of Landlords obligations herein.

44. First Right of Refusal: OFCC, LLC hereby grants McLaughlin the right of first refusal to purchase the real estate located at 1102 Country Club Ct., Bellevue, NE 68005 for \$1,700,000. The term of the first right of refusal will expire on December 31, 2029. During this term OFCC, LLC shall give McLaughlin written notice of its intention sell the real estate or to list the real estate for sale. McLaughlin shall have 60 days from receiving notice to exercise the first right refusal and 90 days from the date of exercising the right of first refusal to close. If McLaughlin fails to exercise the right of first refusal within 60 days of receiving written notice of intent to sell, this right of first refusal shall lapse. The parties will equally share all closing cost and the real estate taxes will be prorated pursuant to the custom in Sarpy County. IN WITNESS WHEREOF, Landlord and Tenant have executed this lease on the day and year first above written,

LANDLORD:

OFCC, L.L.C.

By: _____
Brandelyn Goldapp, Manager

By: _____
Steven D. Goldapp, Manager

TENANT:

By: _____
Britney McLaughlin

By: _____
Travis McLaughlin

Personal Guarantee. The undersigned corporate officers, by affixing their signatures below, do hereby agree to assume personal responsibility to Landlord in the event of default as defined by this agreement or noncompliance by the Company. The responsibility of the individual guarantors shall accrue for all obligations due to Landlord and applicable laws.

Tenant:

By: _____

SIGNATURE

PRNT NAME & TITLE

Date: _____

MEMORANDUM OF UNDERSTANDING

A View Venues

Memorandum of Understanding is entered into by in between the parties listed below regarding the sale of the business known as A View Venues:

1. Sellers: Brandelyn Goldapp and Steven D. Goldapp, husband and wife (“Goldapp”).
2. Buyers: Britney McLaughlin and Travis McLaughlin (“McLaughlin”).

This Memorandum of Understanding is not binding on either party except as stated herein. The purpose of this Memorandum of Understanding is to outline the terms of the agreement of the parties so that specific and legally binding documents formalizing the entire agreement may be prepared and signed by the parties.

Description of Business. A View Venues is a wedding and event business operating at three different locations.

1. **Fontenelle Hills.** A View in Fontanelle Hills with an address of 1102 Country Club Ct. Bellevue NE 68005. This business is operated under one limited liability company. The name of this limited liability company is OFCC, LLC, which owns both the real estate and the business and equipment used to operate A View in Fontanelle Hills.
2. **State Steet.** A View on State has an address on 13467 State St. Omaha NE 68142. A View on State is operated using two LLC's. JOMD, LLC owns the real estate and building used in the business. TAF, LLC owns the business including all tangible equipment and intangible property related to A View on State.
3. **West Shores.** A View West Shores has an address of 110 S 243rd St. Waterloo NE 68069. This business operates under two distinct limited liability companies FAB, LLC owns the building at West Shores. RTR, LLC owns the business including all tangible equipment and intangible property related to A View West Shores.
4. **Liabilities.**
 - a. JOMD, LLC has an outstanding promissory note at First Interstate Bank in the principal amount of \$1,947,353. This loan is secured by the following:
 - i. Commercial Guarantees of Sellers, WTR Properties, LLC, CTR Properties, LLC, OFCC LLC, TAF LLC, BWWS LLC, LHW Inc., RTR

LLC, and a Deed of Trust for Property Located at 13467 State St., Omaha, NE 68142.

- b. JOMD, LLC is a Co-borrower with TAF, LLC on a promissory note owed to the Nebraska Economic Development Corporation in the original principal amount of \$1,602,000. ("JOMD SBA Loan"). This loan is secured by a Deed of Trust over Lot 2, Cimarron Grove, Douglas County, Nebraska.
 - c. RTR, LLC is a borrower on an outstanding promissory note with an original principal balance of \$2,778,000.00.
3. Seller desires to sell and Buyer desires to purchase the business known as A View Venues on the terms stated herein.

Agreement:

1. Fontenelle Hills. OFCC, LLC. McLaughlin will purchase all of the business assets, including all equipment, inventory, goodwill, contract rights, website, intangible assets, and other business assets owned by OFCC, LLC ("the Business Assets"), excluding any real estate owned by OFCC, LLC, pursuant to an asset purchase agreement on the following terms and conditions:
 - a. Purchase Price. The purchase price for the assets purchased will be \$500,000.00, which will be paid at closing via wire or cashier's check.
 - b. Bill of Sale. OFCC, LLC will transfer all of the Business Assets free of an encumbrance, in their current "AS IS" condition.
 - c. Lease. OFCC, LLC will lease the location of 1102 Country Club Ct., Bellevue, NE 68005 on the following terms:
 - i. Term: the initial term of the lease will be 5 years, and McLaughlin will have the right to extend the lease for four additional terms of 5 years.
 - ii. Rent. McLaughlin will pay monthly rent in the amount of \$7,000.00 for the first year, which will increase by 2.5% annually for the initial term and for the two renewal terms.
 - iii. Triple Net. McLaughlin will pay, as additional rent, all real estate taxes, insurance, utilities, repairs and maintenance.
 - iv. Other Terms. The lease will contain other standard terms and conditions contained in typical commercial lease.

- d. Right of First Refusal. OFCC, LLC will grant McLaughlin the right of first refusal to purchase the real estate located at 1102 Country Club Ct., Bellevue, NE 68005 for \$1,700,000. The term of the first right of refusal will be 8 years. During this term OFCC, LLC may give McLaughlin written notice of its intention sell the real estate or to list the real estate for sale. McLaughlin shall have 60 days from receiving notice to exercise the first right refusal and 90 days from the date of exercising the right of first refusal to close. If McLaughlin fails to exercise the right of first refusal within 60 days of receiving written notice of intent to sell, this right of first refusal shall lapse. The parties will equally share all closing cost and the real estate taxes will be prorated pursuant to the custom in Sarpy County.
- e. Assignment. The terms of the asset purchase agreement, lease and right of first refusal described in this section shall be assignable by McLaughlin to LLC's formed and owned by McLaughlin, but McLaughlin will remain personally liable for the performance of their terms.

2. State Steet.

- a. Real Estate.
 - i. JOMD, LLC will retain its interest in the real estate and Goldapp will retain her interest in JOMD, LLC and JOMD will not convey any of its fee interest in the real estate owned by JOMD.
 - ii. JOMD, LLC will lease on the terms of the attached Lease.
- b. Business. TAF, LLC. Goldapp is a 100% owner of TAF, LLC. McLaughlin will purchase all of Goldapp's membership interest in TAF, LLC on the following terms and conditions:
 - i. Operating Agrcement. Goldapp will cause a new operating agreement to be executed which will include the following 2 changes:
 - 1. TAF, LLC will become a manager-managed LLC. The managers will be Brandelyn Goldapp and Britney McLaughlin during the term of the Transfer Agreement described below.
 - 2. TAF, LLC will change its capital accounts so that capital accounts and ownership percentages are based on the number of membership units held by each member.

3. TAF, LLC will issue 900 membership units. Brandi Goldapp will own 455 membership units and Seven Goldapp will own 445 membership units.
- ii. Transfer Agreement. McLaughlin and Goldapp will enter into a transfer agreement where McLaughlin agrees to buy and Goldapp agrees to sell all of Goldapp's membership units for a purchase price of \$5,198.09 per unit. McLaughlin will be required to buy and Goldapp will be required to sell 5 membership units per month.
1. Allocation of Profits and Losses. McLaughlin will be entitled to all profits and responsible for all losses during the term of this Transfer Agreement which will be allocated to her as earned income pursuant to generally accepted accounting principles.
 2. Restriction on Transfer. The parties shall enter into a buy/sell agreement that prohibits the transfer of the membership units to any third party without the consent of the other party to this agreement.
 3. Remedy on Default. Should McLaughlin default on the transfer agreement, Goldapp shall have the right to repurchase all of the shares transferred for 75% of the book value of TAF^{LLC}, LLC, which shall be payable in 3 equal annual payments., bearing interest at 4.0%.
 4. Put Option. Goldapp shall have a put option that permits Goldapp to require McLaughlin to purchase all outstanding shares, which may be exercised by Goldapp at any time after McLaughlin has purchased 455 membership units. The purchase price shall be paid by a promissory note, which shall have a principal equal to the net present value of the inputs below. The promissory note shall bear interest at 4.0%.
 - a. Number of payments will be 180 minus the number of payments made pursuant to the TAF promissory note.

- b. **Payment Amount:** The monthly payment amount will be \$25,990.45 per month.
 - c. **Interest Rate:** 4.0%
 - d. **Balloon Payment:** \$0.00.
5. **Security Interest:** The promissory note given as payment under the put option shall be secured by:
- a. **Personal Guarantee** of McLaughlin and her spouse at the time the put option is exercised.
 - b. **Deed of Trust** on McLaughlin's personal residence at the time the put option is exercised.
 - c. **Pledge Agreement** for McLaughlin's membership interest in TAF, LLC, OFCC, LLC, and RTR, LLC.
 - d. **Deed of Trust** on any real estate owned by OFCC, LLC.
 - e. **McLaughlin shall purchase a collaterally assign the a term life insurance policy** on McLaughlin's life to Goldapp in an amount sufficient to pay the unpaid principle due under the TAF promissory note.

3. **West Shores.**

a. **Real Estate.**

- i. **FAB West Shores, LLC will retain its interest in the real estate and Goldapp will retain her interest in FAB West Shores, LLC. FAB, LLC will not convey any of its fee interest in the real estate owned by FAB, LLC.**
- ii. **FAB West Shores, LLC is currently leasing the real estate to RTR, LLC on the terms stated in the attached Build to Suit Lease dated July 17, 2020.**

b. **Business. RTR, LLC.** Goldapp owns 100% of the membership interest of RTR, LLC. McLaughlin will purchase all of Goldapp's membership interest in RTR, LLC on the following terms and conditions:

- i. **Operating Agreement.** Goldapp will cause a new operating agreement to be executed which will include the following 2 changes:

-
1. RTR, LLC will become a manager-managed LLC. The managers will be Brandelyn Goldapp and Britney McLaughlin during the term of the Transfer Agreement described below.
 2. RTR, LLC will change its capital accounts so that capital accounts and ownership percentages are based on the number of membership units held by each member.
 3. RTR, LLC will issue 1980 membership units. Brandi Goldapp will own 1,000 membership units and Seven Goldapp will own 980 membership units.
- ii. Transfer Agreement. McLaughlin and Goldapp will enter into a transfer agreement where McLaughlin agrees to buy and Goldapp agrees to sell all of Goldapp's membership units for a purchase price of \$4,839.63 (this amount is subject to change in March of 2026 due to the interest rate of the of the SBA loan becoming variable) per unit for the first 924 membership units and \$3,433.53 for the remaining units. McLaughlin will be required to buy and Goldapp will be required to sell 11 membership units per month.
1. Allocation of Profits and Losses. McLaughlin will be entitled to all profits and responsible for all losses during the term of this Transfer Agreement which will be allocated to her as earned income pursuant to generally accepted accounting principles.
 2. Restriction on Transfer. The parties shall enter into a buy/sell agreement that prohibits the transfer of the membership units to any third party without the consent of the other party to this agreement.
 3. Remedy on Default. Should McLaughlin default on the transfer agreement, Goldapp shall have the right to repurchase all of the shares transferred for 75% of the book value of RTR, LLC, which shall be payable in 3 equal annual payments., bearing interest at 4.0%.

4. Put Option. Goldapp shall have a put option that permits Goldapp to require McLaughlin to purchase all outstanding membership units, which may be exercised by Goldapp at any time after McLaughlin has purchased 924 membership units. The purchase price shall be paid by a promissory note, which shall have a principal equal to the net present value of the inputs below. The promissory note shall bear interest at 4.0%.

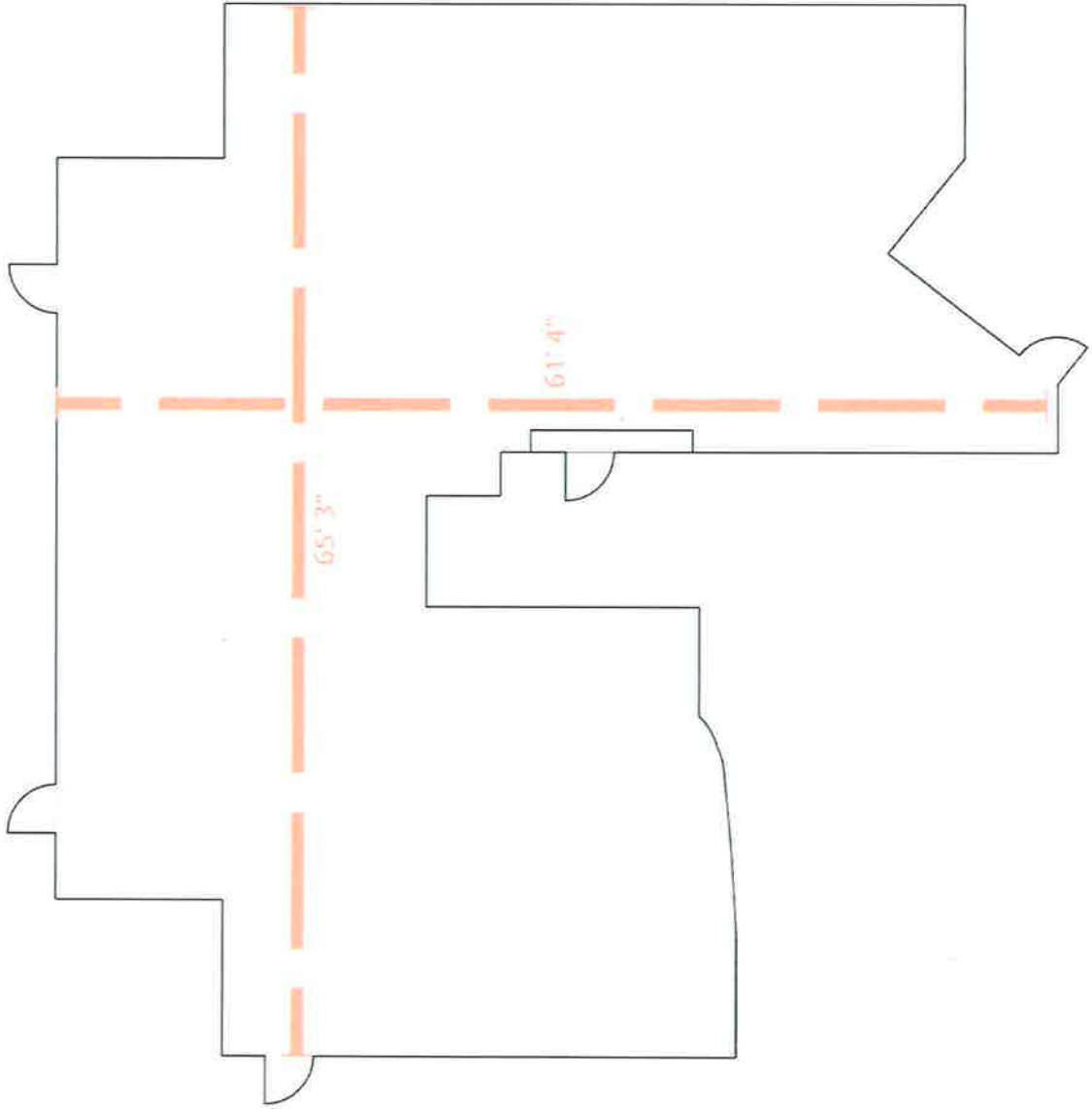
- a. Number of payments will be 180 minus the number of payments made pursuant to the RTR transfer agreement.
- b. Payment Amount: The monthly payment amount will be \$37,768.83 per month.
- c. Interest Rate: 4.0%
- d. Balloon Payment: \$0.00.

5. Security Interest: The promissory note given as payment under the put option shall be secured by:

- a. Personal Guarantee of McLaughlin and her spouse at the time the put option is exercised.
- b. Deed of Trust on McLaughlin's personal residence at the time the put option is exercised.
- c. Pledge Agreement for McLaughlin's membership interest in TAF, LLC, OFCC, LLC, and RTR, LLC.
- d. Deed of Trust on any real estate owned by OFCC, LLC.
- e. McLaughlin shall purchase a collaterally assign the a term life insurance policy on McLaughlin's life to Goldapp in an amount sufficient to pay the unpaid principle due under the RTR promissory note.

4. Other Terms and Conditions

- a. Assignability. It is anticipated that McLaughlin will form one or more limited liability companies or other entities and will assign her rights under this memorandum of understanding.



5 Feet

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): OFCC LLC Brandelyn L Goldapp

Name of applicant (buyer): CFPD LLC Britney McLaughlin

On this date April 24 2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: OFCC LLC DBA A View in Fontenelle Hills
(Name of business currently licensed)

Located at:

1102 Country Club Ct, Bellevue, NE 68005
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: January 15 2025
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature] Brandelyn Goldapp 10/24/24
Signature of Seller Printed Name Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

[Signature] Britney McLaughlin 10/23/24
Signature of Buyer Printed Name Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
12/17/2024

COUNCIL MEETING DATE: 11/05/2024		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Ordinance No. 4169 to Amend Chapter 19 of the Bellevue Municipal Code by Adding a new Article IX, Sections 19-108 to 19-120 Regarding Vacant Property Registration and to Provide an Effective Date

SYNOPSIS/BACKGROUND:

Vacant commercial and residential buildings contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. This vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing a public nuisance. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4169 and authorize Mayor to Sign.

ATTACHMENTS:

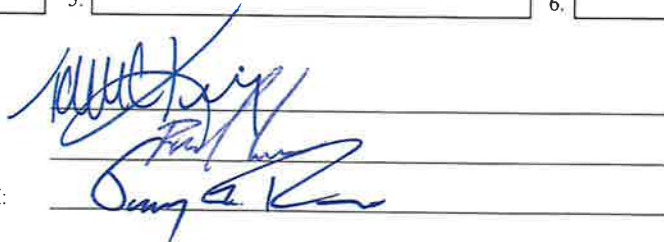
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4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



ORDINANCE NO. 4169

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

Section 2. That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

Section 3. That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

Section 4. That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

Section 5. That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

Vacant means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

Owner of vacant property means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

Commercial building means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

Residential building means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

Section 6. That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-113 REGISTRATION OF VACANT PROPERTIES: EXEMPTIONS.

The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

- (a) Property only considered to be a seasonal residence; and the property is in compliance with all current City of Bellevue codes.
- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.
- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.

- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

Section 7. That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

Section 8. That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.

Residential Property: There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Commercial Property: There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the **fiscal** year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

Section 9. That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere

provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

Section 10. That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

Section 11. That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the **property** owner may appeal such decision, within thirty (30)

calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

Section 12. That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

~~**Section 13.** That Chapter 19, Article 9, Section 19-120 of the Bellevue Municipal Code is hereby added and shall read as follows:~~

~~**§ 19-120 VIOLATION; PENALTY.**~~

~~Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of an offense and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply.~~

Section 14. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4169

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

Section 2. That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

Section 3. That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

Section 4. That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the

City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

Section 5. That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

Vacant means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

Owner of vacant property means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

Commercial building means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

Residential building means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

Section 6. That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

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The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

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- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.

- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.
- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

Section 7. That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

Section 8. That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.

Residential Property: There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from

the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Commercial Property: There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the fiscal year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

Section 9. That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

Section 10. That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

Section 11. That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the property owner may appeal such decision, within thirty (30) calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

Section 12. That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 13. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this 17th day of December, 2024.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading: 11/6/2024
Second Reading: 11/19/2024
Third Reading: 12/17/2024

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

12a.
12/17/2024

COUNCIL MEETING DATE: December 3, 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, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of a single family residential development; and small subdivision plat Lots 1 and 2 Perez Addition Replat Two. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street.

SYNOPSIS/BACKGROUND:

Jon Carrel, on behalf of TD2 Engineering, has submitted a request for a change of zone (with site plan approval), for the purpose of single family residential development; and small subdivision plat for Lots 1 and 2, Perez Addition Replat Two. The applicant is requesting a change of zone from RE-PS (Residential Estates - Planned Subdivision) and RE (Residential Estates) to RE-PS (Residential Estates - Planned Subdivision) and RE (Residential Estates). The applicant was previously approved for a rezoning, site plan approval, and small subdivision plat to facilitate construction of his home. Since that time the applicant has acquired additional property and desires to relocate the proposed residence. The proposed residence is in an area located in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The property is presently zone RE-PS and RE. Staff recommended the -PS overlay due to the property's location within the AICUZ zone. The Accident Potential Zone II (APZ II) lies within the AICUZ. The proposed residence lies outside the APZ II zone. Preliminary reviews were done with Offutt Air Force Base and they had no issues with the proposed platting as long as the home remains outside the APZ zone. The applicant has shown the proposed building envelope outside of the APZ Zone.

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:

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. 4170"/> |
| 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]

ORDINANCE NO. 4170

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 10711 OLD 36TH 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 1, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates) and RE-PS (Residential Estates – Planned Subdivision) to RE (Residential Estates).

Lot 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates) and RE-PS (Residential Estates – Planned Subdivision) to RE-PS (Residential Estates – Planned Subdivision).

(Jonathan Revis)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Perez Addition Replat Two 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 _____, 2025.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Jonathan Revis
CASE #'s Z-2410-11, S-2410-17
CITY COUNCIL HEARING DATE: December 17, 2024

REQUEST: to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two.

On November 21, 2024, the City of Bellevue Planning Commission voted seven yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: November 21, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2410-11
S-2410-17

FOR HEARING OF:
REPORT #1: November 21, 2024
REPORT #2: December 17, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Jonathan Revis
10711 Old 36th
Bellevue, NE 68123

B. PROPERTY OWNERS:

Jonathan Revis
10711 Old 36th
Bellevue, NE 68123

Tara Cunningham Batley
14012 Woolworth Circle
Omaha, NE 68144

C. GENERAL LOCATION:

10711 Old 36th Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Perez Addition Replat Two, being a replatting of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest $\frac{1}{4}$ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Perez Addition Replat Two, from RE-PS and RE to RE-PS and RE.

2. Small Subdivision Plat Lots 1 and 2, Perez Addition Replat Two.

F. EXISTING ZONING AND LAND USE:

RE-PS and RE/Vacant and Single-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat approval to facilitate the construction of a single-family residence on proposed Lot 2.

H. SIZE OF SITE:

The site is approximately 13 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 1, Perez Addition Replat One, is presently vacant, while Lot 4, Perez Addition is developed with a single-family residence.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Agricultural/Multi-Family Residential, AG and RG-20
- 2. **East:** Agricultural/Single Family Residential, RE
- 3. **South:** Single Family Residential/RE
- 4. **West:** Agricultural, AG

C. REVELANT CASE HISTORY:

1. On September 22, 2005, the Planning Commission recommended denial of the request to rezone Lots 1 through 4, inclusive, Perez Addition, being a platting of Tax Lots 23 and 24, located in the West ½ of Section 28, T14N, 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 through 4, Perez Addition. The City Council approved the aforementioned request on October 24, 2005.

2. On December 21, 2023, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, located in the Northwest 1/4 of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. The City Council approved this request on February 6, 2024.

3. On November 17, 2024, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest 1/4 of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE-PS and RE, to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two.

D. APPLICABLE REGULATIONS:

1. Chapter 5, Subdivision Regulations, regarding Small Subdivision Plats.
2. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
4. Section 5.29, Zoning Ordinance, regarding Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from a private easement obtained from the surrounding property owners.

D. UTILITIES:

This area is not served by sanitary sewer.

E. ANALYSIS:

1. Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning (with site plan approval) and small subdivision plat for Lots 1 and 2, Perez Addition Replat Two, for the purpose of single-family residential development.
2. The applicant was previously approved for a rezoning, site plan approval and small subdivision plat to facilitate the construction of his home. Since that time, the applicant desires to relocate the proposed residence through acquiring additional property, hence the proposed request.
3. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Additionally, there is floodplain and floodway in this vicinity.
4. The property is presently zoned RE-PS and RE. Staff recommended the -PS overlay due to the property's location within the AICUZ zone.

All traditional setbacks of the RE zoning district will remain in place.

5. The proposed site plan shows the boundary of the Accident Potential Zone II (APZ II zone) within the AICUZ. The property owner's proposed residence will lie outside the APZ II zone. The home will be within the noise contour. Preliminary reviews were done with Offutt AFB. They had no issues with the proposed platting as long as the home remains outside of the APZ zone. The applicant has shown the proposed building envelope outside of this area on the site plan.
6. 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, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, 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.

Krista Hoffart, Offutt AFB, stated as long as the home remains outside of the APZ, Offutt has no objection to this request.

Public Works Engineer Matt Knight requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

7. The Future Land Use Map of the Comprehensive Plan shows this area as being residential estates. The request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION


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

VI. ATTACHMENTS TO REPORT

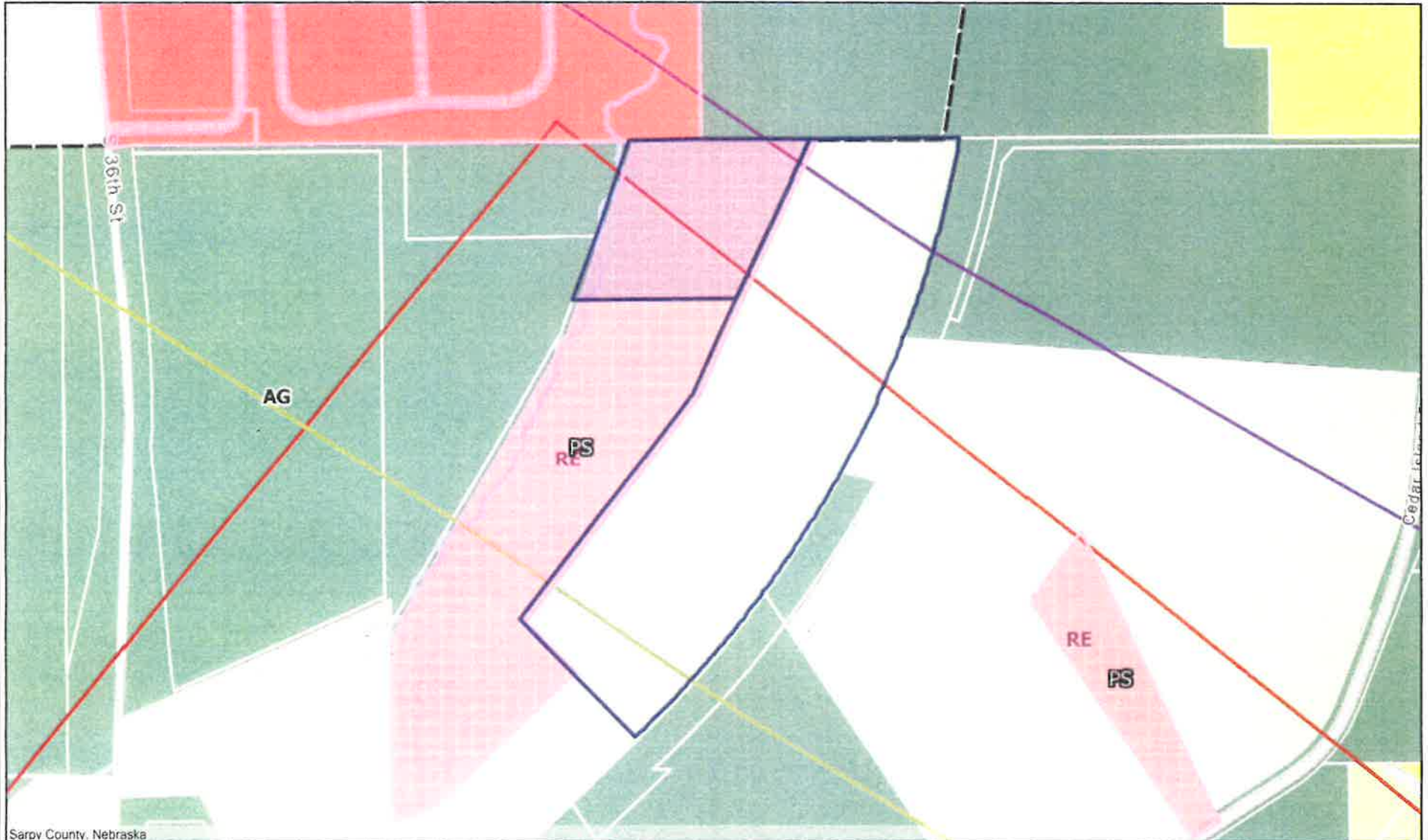
1. Vicinity map/Zoning Map.
2. 2024 GIS aerial photo of the property.
3. Zoning justification letter received November 13, 2024.
4. Small subdivision plat received October 29, 2024.
5. Site plan received October 29, 2024.

VII. COPIES OF REPORT TO:

1. Jon Carrell, TD2
2. Jonathan Revis
3. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report 11/25/24



Sarpy County, Nebraska



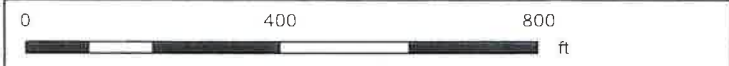
Map Scale 1: 4514

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





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



November 13, 2024

Ms. Tammi Palm
Planning Director
City of Bellevue

RE; Letter of Justification

Jonathan Revis is requesting to rezone Lots 1 and 2 Perez Addition Replat Two from RE and RE-PS to RE and RE-PS to allow for the development of a single-family residential home.

Sincerely,



RECEIVED
NOV 13 2024
PLANNING DEPT.

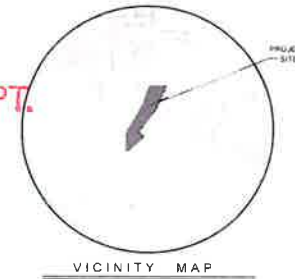
PEREZ ADDITION REPLAT TWO

LOTS 1 AND 2

RECEIVED

OCT 29 2024

PLANNING DEPT.



thompson, dreesen & dörner, inc
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f 402.330.5866
jcarrell@td2ca.com
dba TD2 Engineering & Surveying
NE CA-0199

Scale: 1"=100'

PEREZ ADDITION REPLAT TWO
LOTS 1 AND 2



SUBDIVIDER

JONATHAN REVIS
10707 OLD 36th STREET
BELLEVUE, NEBRASKA 68123

ENGINEER

THOMPSON, DREESSEN & DÖRNER, INC
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

LEGAL DESCRIPTION

LOT 4, PEREZ ADDITION TOGETHER WITH LOT 1, PEREZ
ADDITION REPLAT ONE, BOTH SUBDIVISIONS IN SARPY
COUNTY, NEBRASKA.

NOTES

- NO CONTOURS ARE SHOWN AS NO GRADING IS PROPOSED.
- EXISTING ZONING IS RE/WP OVERLAY. PROPOSED ZONING RE/PS.
- LOTS 1 AND 2 ARE SERVED BY PRIVATE WELLS AND PRIVATE SEPTIC SYSTEMS.



Revision Dates:

No.	Description	MM-DD-YY

Job No. B1436-23-21SP
Drawn By: RJR
Reviewed By: JLC
Date: SEPTEMBER 30, 2024
Book: 22/24
Page: 55

Sheet Title:

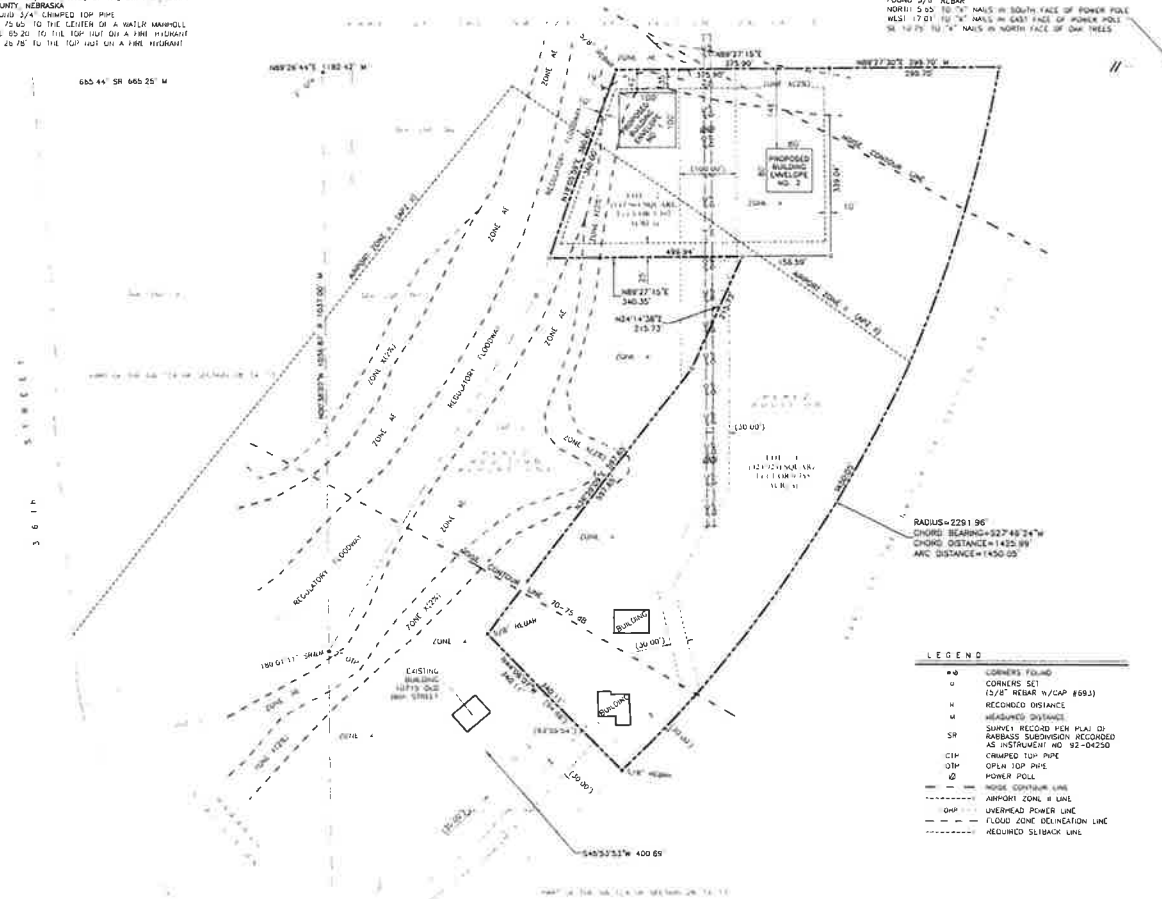
CITY OF BELLEVUE
SITE PLAN

Sheet Number:

SHEET 1 OF 1

NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.
FOUND 2 1/4" CRIMPED TOP PIPE
FOLLOWS TO THE CENTER OF A WATER MANHOLE
ELEV. 85.20 TO THE TOP HUB ON A FINE HYDRANT
SE 28.78' TO THE TOP HUB ON A FINE HYDRANT

NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28,
T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.
FOUND 2 1/4" CRIMPED
TOP PIPE IN SOUTH FACE OF POWER POLE
WEST 17.01 TO "X" NAILS IN EAST FACE OF POWER POLE
SE 14.75 TO "X" NAILS IN NORTH FACE OF ONE TREE.



LEGEND

- CORNERS FOUND
- CORNERS SET
- 15/16" REBAR W/CAP (#6@3)
- M RECORDED DISTANCE
- M RECORDED DISTANCE
- SR SURVEY RECORD WITH PLAT OF RABASS SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
- CH CRIMPED TOP PIPE
- OP OPEN TOP PIPE
- ⊙ POWER POLE
- HOSE CONTOUR LINE
- - - AIRPORT ZONE H LINE
- - - OVERHEAD POWER LINE
- - - FLOOD ZONE DELINEATION LINE
- - - REQUIRED SETBACK LINE

- DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 3 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2002-47975 OF THE SARPY COUNTY RECORDS (NOW LOTS 1 AND 2).
- DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 4 SAID EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2002-47975 OF THE SARPY COUNTY RECORDS (NOW LOTS 1 AND 2).
- OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT PL. 1157 TRACTS 2A AND 2B RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OF FINE SARPY COUNTY NEBRASKA.
- 30 FOOT WIDE ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
12/17/2024

COUNCIL MEETING DATE: 12/03/2024		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT: 4171
Ordinance No. ~~4071~~ to Amend Chapter 19 of the Bellevue Municipal Code by Amending Sections 19-23 and 19-42 Regarding Request for Hearing for Nuisance Violations and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:
The purpose of the Code Enforcement Unit is to enforce the city codes and zoning ordinances of the City of Bellevue and its zoning jurisdiction. Its primary function is the abatement of nuisances on private property which occur outside a structure. The Unit is also responsible for vehicles parked on public streets and private property that are abandoned or not properly registered. The Code Enforcement Unit reports to the Chief of Police. Therefore, any request for hearing for nuisance violations should be heard by Chief of Police.

FISCAL IMPACT:: 00.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

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:
Approve and authorize Mayor to sign Ordinance #~~4071~~ 4171

- ATTACHMENTS:
- | | | |
|--|---|----|
| 1. Ordinance No. 4071 - REDLINE | 2. Ordinance No. 4071 - CLEAN COPY | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Shirley Bortiller

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

ORDINANCE NO. 4171

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-23 AND 19-42 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the ~~City Administrator~~ Chief of Police and/or his/her designee as described in such notice.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the ~~City Administrator~~ Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the ~~City Administrator~~ Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official

Notice. The hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee will not be transcribed or recorded by the ~~City Administrator~~ Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the ~~City Administrator~~ Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the ~~City Administrator~~ Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the ~~City Administrator~~ Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 2. That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the ~~City Administrator~~ Chief of Police and/or his/her designee.

(B) To request an impartial hearing, the “applicant” must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk’s office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the ~~City Administrator~~ **Chief of Police** of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the ~~City Administrator~~ **Chief of Police** and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee will not be transcribed or recorded by the ~~City Administrator~~ **Chief of Police** and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the ~~City Administrator~~ **Chief of Police** and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the ~~City Administrator~~ **Chief of Police** and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the ~~City Administrator~~ **Chief of Police** and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 3. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4171

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-23 AND 19-42 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the Chief of Police and/or his/her designee as described in such notice.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing

before the Chief of Police and/or his/her designee will not be transcribed or recorded by the Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 2. That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the Chief of Police and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the Chief of Police and/or his/her designee will not be transcribed or recorded by the Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in

possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 3. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
12/17/2024

COUNCIL MEETING DATE: 12/03/2024		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT: 4172
Ordinance No. ~~4072~~ to Amend Chapter 29.5 of the Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10 and 29.5-28 Regarding Request for Hearing for Nuisance Violations and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:
The purpose of the Code Enforcement Unit is to enforce the city codes and zoning ordinances of the City of Bellevue and its zoning jurisdiction. Its primary function is the abatement of nuisances on private property which occur outside a structure. The Unit is also responsible for vehicles parked on public streets and private property that are abandoned or not properly registered. The Code Enforcement Unit reports to the Chief of Police. Therefore, any request for hearing for nuisance violations should be heard by Chief of Police.

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:
Approve and authorize Mayor to sign Ordinance #~~4072~~. 4172.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4072 - REDLINE"/> <u>4172</u>	2. <input type="text" value="Ordinance No. 4072 CLEAN COPY"/> <u>4172</u>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:
LEGAL APPROVAL AS TO FORM:
FINANCE APPROVAL AS TO FORM:
ADMINISTRATOR APPROVAL AS TO FORM:

ORDINANCE NO. 4172

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9, 29.5-10 AND 29.5-28 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the ~~City Administrator~~ Chief of Police of the requested hearing.

Section 2. That Chapter 29.5, Section 29.5-10 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-10 ACTION BY THE CITY. If any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city fails or refuses to comply with section 29.5-9 above and the official notice and/or ~~City Administrator~~ Chief of Police and/or his/her designee’s findings, the city through its property appointed designee shall have the power and is hereby authorized and instructed, after the expiration of the timeframes in section 29.5-9, to abate and/or remove such nuisance by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense of such person. If the city abates and/or removes such nuisance pursuant to this section, the city clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located of the costs and demand reimbursement of the same within thirty (30) days.

Section 3. That Chapter 29.5, Section 29.5-28 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 29.5-28 REVIEW BY GOVERNING BODY. The city council shall have the right to review the conduct, acts and decisions of the tree board, chief building inspector, and the ~~City Administrator~~ Chief of Police and/or his/her designee. Any person may appeal from any ruling, finding or order of the tree board, chief building inspector, and the ~~City Administrator~~ Chief of Police and/or his/her designee to the city council, which may hear the matter and make final decision(s). To be effective, an appeal shall be filed in writing with the city clerk within ten days of such ruling, finding, or order.

Section 4. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4172

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9, 29.5-10 AND 29.5-28 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the Chief of Police of the requested hearing.

Section 2. That Chapter 29.5, Section 29.5-10 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-10 ACTION BY THE CITY. If any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city fails or refuses to comply with section 29.5-9 above and the official notice and/or Chief of Police and/or his/her designee’s findings, the city through its property appointed designee shall have the power and is hereby authorized and instructed, after the expiration of the timeframes in section 29.5-9, to abate and/or remove such nuisance by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense of such person. If the city abates and/or removes such nuisance pursuant to this section, the city clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located of the costs and demand reimbursement of the same within thirty (30) days.

Section 3. That Chapter 29.5, Section 29.5-28 of the Bellevue Municipal Code is hereby amended to read as follows: § 29.5-28 REVIEW BY GOVERNING BODY. The city council shall have the right to review the conduct, acts and decisions of the tree board, chief building inspector, and the Chief of Police and/or his/her designee. Any person may appeal from any ruling, finding or order of the tree board, chief building inspector, and the Chief of Police and/or his/her designee to the city council, which may hear the matter and make final decision(s). To be effective, an appeal shall be filed in writing with the city clerk within ten days of such ruling, finding, or order.

Section 4. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 17, 2024		SUBMITTED BY: Mike Christensen	
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:

Adoption of the 2023 National Electrical Code with amendments

SYNOPSIS/BACKGROUND:

The State of Nebraska Electrical Board requires that all jurisdictions adopt and enforce the edquivalent electrical code as the State

FISCAL IMPACT?: \$600. new code books 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:

Adoption of the 2023 National Electrical Code as amended

ATTACHMENTS:

1. ordinance 4173	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:

Aimee Pontillon
Jason [Signature]
July 7 [Signature]

ORDINANCE RECORD

ORDINANCE NO. 4173

AN ORDINANCE TO AMEND SECTIONS 10-57 AND 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE BY ADOPTING THE NATIONAL ELECTRICAL CODE, ~~2017~~ 2023 EDITION; TO REPEAL SECTIONS 10-57 AND 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 10-57 of Chapter 10 of the Bellevue City Code is hereby amended to read as follows:

Sec. 10-57. Construction requirements generally.

The National Electrical Code, ~~2017~~ 2023 Edition, including the amendments thereto recommended by the National Fire Protection Association of Quincy, MA, being the N.F.P.A. No. 70, ~~2017~~ 2023 Edition thereof, save and except that the minimum standards set forth in the 2017 edition of the National Electrical Code shall apply for sections 210.8 (A), 210.8 (A) (3), 210.8 (A) (5), 230.67 (A), 230.85 and such portion as are hereafter deleted, modified, or amended, is hereby adopted by reference and made a part of this division as though set out in full herein; provided, that whenever any provision of the National Electrical Code shall conflict with the provisions of the City Code or any other city ordinance, the provision of the City Code or such city ordinance shall govern. Three (3) copies of the National Electrical Code, ~~2017~~ 2023 Edition, are on file in the office of the Permits and Inspections Division and shall there remain for public use and inspection.

Section 2. That Section 10-58 of Chapter 10 of the Bellevue City Code is hereby amended to read as follows:

Sec. 10-58. Amendments and changes to codes adopted in Section 10-57.

(a) The ~~2017~~ 2023 National Electric Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend NEC 210-52 (C), General Provisions, to add the following:**

~~(6)~~ (4) Countertop receptacles outlets shall be equally divided between all circuits provided.

ORDINANCE RECORD

- (2) Amend NEC 210.52(C)(2), Island Counter Space and Peninsular Countertops and Work Surfaces., to add the following:

~~Where receptacles are installed, they shall meet all requirements of the NEC 210.52(C). An island counter space shall be defined as a flat counter space with no elevation changes over the entire island surface. If a partial wall or back splash is present, then that space shall be treated as kitchen countertop wall space and the rules and regulations of Article 210.52.(C)(1) shall apply. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52 (C) (3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.~~

~~(a) Provisions is defined as a cable terminated in a junction box or a raceway to an accessible space in the island or peninsula.~~

- ~~(3) Amend Article 210.52(C)(3), Peninsular Counter Space, to add the following:~~

~~Where receptacles are installed, they shall meet all the requirements of the NEC 210.52.(C). A peninsular counter space shall be defined as a flat counter space with no elevation changes over the entire peninsular surface. If a partial wall or back splash is present, then that space shall be treated as kitchen counter space and the rules of Article 210.52.(C)(1) shall apply.~~

- ~~(4) Amend NEC 210.70(A)(2)(D), Dwelling Units, to add the following:~~

~~Light switches must be adjacent to and in the same room as the door opening.~~

ORDINANCE RECORD

~~(5)~~ Amend NEC 210.70(A)(2)(E), Habitable Rooms, to add the following:

In all dwelling units, at all exterior doors, light switches must be installed for both interior and exterior lights.

(6) (3) Amend NEC 334.10(3), Uses Permitted, to provide as follows:

Delete this section in its entirety.

(7) (4) Amend NEC 334.12, Uses Not Permitted, General Provisions, to add new #11 as follows:

(11) In commercial or industrial buildings. Where any part of a building or structure is commercial or industrial, the entire building or structure shall be wired as commercial or industrial regardless of the type of occupancy.

Exception: Where dwelling units are separated from the commercial or industrial area by approved fire rated construction in accordance with the International Building Code.

Section 3. That Sections 10-57 and 10-58 of Chapter 10 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

First Reading _____

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third Reading _____

ORDINANCE NO. 4173

AN ORDINANCE TO AMEND SECTIONS 10-57 AND 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE BY ADOPTING THE NATIONAL ELECTRICAL CODE, 2023 EDITION; TO REPEAL SECTIONS 10-57 AND 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 10-57 of Chapter 10 of the Bellevue City Code is hereby amended to read as follows:

Sec. 10-57. Construction requirements generally.

The National Electrical Code, 2023 Edition, including the amendments thereto recommended by the National Fire Protection Association of Quincy, MA, being the N.F.P.A. No. 70, 2023 Edition thereof, save and except that the minimum standards set forth in the 2017 edition of the National Electric Code shall apply for Sections 210.8 (A), 210.8 (A) (3), 210.8 (A) (5), 230.67 (A), 230.85 and such portion as are hereafter deleted, modified, or amended, is hereby adopted by reference and made a part of this division as though set out in full herein; provided, that whenever any provision of the National Electrical Code shall conflict with the provisions of the City Code or any other city ordinance, the provision of the City Code or such city ordinance shall govern. Three (3) copies of the National Electrical Code, 2023 Edition, are on file in the office of the Permits and Inspections Division and shall there remain for public use and inspection.

Section 2. That Section 10-58 of Chapter 10 of the Bellevue City Code is hereby amended to read as follows:

Sec. 10-58. Amendments and changes to codes adopted in Section 10-57.

(a) The 2023 National Electric Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend NEC 210-52 (C), General Provisions, to add the following:**

(4) Countertop outlets shall be equally divided between all circuits provided.

(2) **Amend NEC 210-52 (C), Island and Peninsular Countertops and Work Surfaces, to add the following:**

An island counter space shall be defined as a flat counter space with no elevation changes over the entire island surface. If a partial wall or back splash is present, then that space shall be treated as kitchen countertop wall space and the rules and regulations of Article 210.52 (C) (1) shall apply. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52 (C) (3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

(a) Provisions is defined as a cable terminated in a junction box or a raceway to an accessible space in the island or peninsula.

(3) **Amend NEC 334.10 (3), Uses Permitted, to provide as follows:**

Delete this section in its entirety.

(4) **Amend NEC 334.12, Uses Not Permitted, General Provisions, to add new #11 as follows:**

(11) In commercial or industrial buildings. Where any part of a building or structure is commercial or industrial, the entire building or structure shall be wired as commercial or industrial regardless of the type of occupancy.

Exception: Where dwelling units are separated from the commercial or industrial area by approved fire rated construction in accordance with the International Building Code.

Section 3. That Section 10-57 and 10-58 of Chapter 10 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2024.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2024		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 type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing - Request to approve the Event License Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 24, 2025 from 6:00 a.m.- 11:00 a.m.

SYNOPSIS/BACKGROUND:

Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 24, 2025 from 6:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, cross Mission to finish in American Heros Park.

FISCAL IMPACT: \$50.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 24, 2025 from 6:00 a.m.- 11:00 a.m.

ATTACHMENTS:

1. Event Application	2. Comments from Police, Parks, & Streets	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Annex Brattin
[Signature]
[Signature]



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Wild Blue Running Date: 7 NOV 24

Contact Person Information for Organization:

Name: Joseph Ramos Phone: 402-297-6670 Email: wildbluerunning@gmail.com
Address: 5003 Clearwater Dr City: Papillion State: NE Zip: 68133

Event Information:

Event Name: American Heroes Half Marathon

Location of Event/Alternate Location:

Start at American Heroes parking lot by ball fields, West on Mission, North on Warren, West on 22nd, North on Washington, West on 21st, South on Wayne, West on 22nd, North on Jackson, East on 20th, South on Franklin, East on 22nd, South on Warren, cross intersection to the South side on Mission, East on Mission, South on Payne, South on Keystone Trail, West on Missouri River Rd (would need gate open), South on 15th Ave, West on E Platteview, South on Missouri River Rd, North on Keystone Trail, cross Mission to finish in American Heroes Park.

Dates of Event: 24 May 25 Alternate Dates: Hours of Event: 0600-1100

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

- 1. Sanitary Facilities: PORTA POTTIES WILL BE ORDERED AND PLACED NEAR THE STARTING AREA.
2. Running Water: n/a
3. Power: n/a
4. Parking: THE AMERICAN HEROES PARKING LOT WOULD BE UTILIZED FOR EVENT PARKING.
5. Insurance: A POLICY WILL BE PURCHASE NAMING THE CITY AS AN ADDITIONAL INSURED.

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)
Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

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

Signature of Applicant: JOSEPH RAMOS

Police Department Requests:
ASSISTANCE WITH ROAD CROSSING

Parks Department Requests:
USAGE OF THE RESTROOMS AT AMERICAN HEROES PARK
OPENING OF THE ACCESS GATE FOR THE KEYSTONE TRAIL

Street Department Requests:
USAGE OF PUBLIC ROADS IN OLD TOWNE BELLEVUE. PLEASE SEE ATTACHED MAP FOR A
PREPOSED ROUTE.

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____, _____.
City Council hearing date: _____
License Fee of \$50 paid on: _____ Receipt #: _____



CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE, NEBRASKA 68005

194090

\$ 50.00

Post Do Not Deposit

Date November 25 2024

Received From Joseph R. Amos

Fifty Dollars +00/100 Dollars

For 2025 Front License - Wild Blue Running
(May 24, 2025)

To Be Credited to 05-4204

CK #1166

SPH
RECEIVED BY



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: November 25, 2024

SUBJECT: Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 24, 2025 from 6:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, cross Mission to finish in American Heros Park.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, December 3, 2024**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police

Capt. K. Stroehrer #171

Signature or Fill in Your Name

11-25-24

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
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 - Mark Blackburn

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Comments

No Comments

Usage of the restrooms at Haworth Park Ballfields will be available. Opening of the access gate for the Bellevue Loop of the Keystone Trail will be done.

Jim Shada

11.26.24

Signature or Fill in Your Name

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
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Comments

No Comments

Street Dept will coordinate with Police to assit with barricading as approved (if needed)

Bobby Riggs

Signature or Fill in Your Name

11.26.2024

Date

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

15a.
12/17/2024

COUNCIL MEETING DATE: 12/17/24		SUBMITTED BY: Planning Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution approving and authorizing the submission of a grant application to the Metropolitan Area Planning Agency (MAPA) for Transportation Alternatives Program (TAP) for funding to complete an Active Mobility Plan.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing submission of a grant application for TAP funding to assist with the development of an Active Mobility Plan which will include a review and update of the Complete Streets Plan and the creation of a trails master plan to provide safe, alternative modes of transportation for pedestrians, bicyclist, and non-motorized modes of transportation in our community. The grant funds are federal funds provided through the U.S. Department of Transportation, and the grant has a 20% local match requirement. The application will submit a project budget of \$250,000.00 requesting \$200,000.00 in TAP funds and \$50,000 in match funding from the City.

FISCAL IMPACT: \$50,000 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: Yes / Yes

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:

Approve the resolution and submission of the grant application to MAPA for TAP funding for the development of an Active Mobility Plan in the amount of \$250,000.00.

ATTACHMENTS:

1. Resolution 2024 - 36	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over the signature lines]

RESOLUTION NO. 2024-35

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE METROPOLITAN AREA PLANNING AGENCY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM IN THE AMOUNT OF \$ 250,000.00 AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE TO THE SUBMISSION AND LATER ACCEPTANCE OF SAID GRANT.

WHEREAS, the Metropolitan Area Planning Agency is accepting grant applicants from organizations for the Transportation Alternatives Program (TAP) focused on planning, design and construction of facilities including highway maintenance/expansion, bicycle and pedestrian facilities, transit and aviation project; and

WHEREAS, the City of Bellevue desires to participate in this grant program as a means of obtaining assistance with the development of the Active Mobility Plan which includes the review and update of the complete streets plan and development of a trails master plan; and

WHEREAS, the City Council of the City of Bellevue, Nebraska finds it in the best interest of the citizens of Bellevue to apply for funding on a cost-share basis; and

WHEREAS, the City of Bellevue, has available its stated match of 20% the proposed total project funds and will allocate these funds toward this project upon project approval by the Metropolitan Area Planning Agency; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, as follows,

- (a) The Council authorizes the Mayor or his designee to submit on behalf of the City of Bellevue, an application to the Metropolitan Area Planning Agency, for funding assistance in the amount of \$250,000.00, for the development of an Active Mobility Plan, and
- (b) Further, the Mayor or his designee is hereby authorized to administer all matters relating to such grant and to execute all necessary applicants, assurances, certification and other documents relative to the acceptance of said grant.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 17th day of December 2024.

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

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

16a.
12/17/2024

COUNCIL MEETING DATE: 12/17/2024		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note, allowing up to \$917,949.00 plus accrued interest, to offset TIF eligible expenses, for Marathon Equity, LLC Redevelopment Project located at 909 Fort Crook Road North, Lot 1, Southeast Plaza to the City of Bellevue, Sarpy County, Nebraska.

SYNOPSIS/BACKGROUND:

The approval of the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note is the final City approvals necessary to implement the redevelopment plan for Marathon Equity, LLC Redevelopment Project located at 909 Fort Crook Road North, Lot 1, Southeast Plaza to the City of Bellevue, Sarpy County, Nebraska. These documents provide for the use of Tax Increment Financing, in the principal amount of \$917,949.00. On November 6, 2024 the city approved the Redevelopment Plan, by Resolution #2024-09, for an exercise and fitness center at 909 Fort Crook Road North, Lot 1, Southeast Plaza to the City of Bellevue, Sarpy County, Nebraska. The Redevelopment Plan proposes the construction of an exercise and fitness center.

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:

Approval of the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note allowing up to \$ 917,949.00 plus accrued interest, to offset TIF eligible expenses, for Marathon Equity, LLC Redevelopment Project located at 909 Fort Crook Road North, Lot 1, Southeast Plaza to the City of Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign.

ATTACHMENTS:

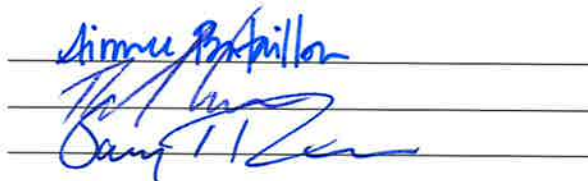
1. Amended & Restated Redevelopment Agreement	2. Modification of Redevelopment Promissory Note	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, a Nebraska Municipal Corporation in Sarpy County, Nebraska, and Marathon Equity, L.L.C., a Nebraska limited liability company.

RECITALS:

WHEREAS, on November 19, 2024, by Resolution No. 2024-29, the City Council of the City of Bellevue approved a request for an Amendment to Marathon Equity, L.L.C.'s Tax Increment Financing ("TIF") Redevelopment Plan for Lot 1, Southeast Plaza (as amended, the "TIF Redevelopment Project Plan") for the redevelopment of Lot 1, Southeast Plaza (commonly known as 909 Fort Crook Road, Bellevue, NE) inclusive of public infrastructure and improvements within the project plan area, and which contemplates the redevelopment of the vacant 66,930 sq ft commercial building into an exercise and fitness center, and public infrastructure related thereto, as shown by the site plan attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the TIF Redevelopment Project Plan provides for up to \$917,949 (original TIF amount of \$438,949 plus an additional \$479,000) in TIF to fund part of the TIF eligible expenses of the TIF Redevelopment Project Plan; and,

WHEREAS, this Amended and Restated Redevelopment Agreement is an agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by the development to pay for the costs of the public infrastructure and improvements.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 “City” shall mean - the City of Bellevue, Nebraska, a Municipal Corporation of the first class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law, §§ 18-2101 to 18-2157.
- 1.2 “Owner” shall mean – Marathon Equity, L.L.C., or its successors or assigns.
- 1.3 “Planning Director” shall mean - the Planning Director of the City of Bellevue Planning Department.
- 1.4 “Redevelopment Project” shall mean the exercise and fitness center shown on the Site Plan on Exhibit A, including infrastructure, and the related public infrastructure and improvements.
- 1.5 “Redevelopment Site” shall mean - the area legally described on Exhibit “B”, attached hereto.
- 1.6 “Redevelopment Loan” shall mean the obligation issued by the City pursuant to this Agreement and secured by the excess ad valorem taxes generated within the Redevelopment Site.
- 1.7 “Modification of Redevelopment Note” shall mean the modification of the promissory note evidencing the Redevelopment Loan in the form of Exhibit “C”, attached hereto.
- 1.8 “Excess ad valorem taxes” shall mean - the additional real estate property taxes generated by this Redevelopment Project pursuant to Section 18-2147 of the Nebraska Revised Statutes.
- 1.9 “Division Date Year” for the purposes of this Agreement, Redevelopment Promissory Note, and Section 18-2147 of the Nebraska Revised Statutes shall mean – the agreed upon date that the Excess ad valorem taxes shall be divided for the Redevelopment Site, which shall be January 1, 2022 (January 1st following the notice divide sent to the Sarpy County Assessor on April 19, 2021 under the original redevelopment agreement) and shall continue for 15 years thereafter or until the Redevelopment Note is paid in full and discharged, whichever occurs first. City and Owner agree that the base year valuation of the Redevelopment Site shall be January 1, 2020.
- 1.10 “Original Redevelopment Note” shall mean the redevelopment promissory note dated February, 2018 in the original principal amount of \$38,949.00 attached hereto as Exhibit “D”.

- 1.11 “Redevelopment Promissory Note” shall mean the Original Redevelopment Note as modified by the Modification of Redevelopment Note.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Modification of Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit C.
- 2.2 grant Redevelopment Loan proceeds to the Owner in a total amount not to exceed \$917,949 (which shall bear interest at the rate of 6.0% per annum) which includes the principal amount of \$438,949 extended under the original Redevelopment Note together with an additional \$479,000 extended pursuant to the Modification of Promissory Note) to reimburse Owner for the TIF eligible expenses, including any public improvements, expended by Owner of or related to the Redevelopment Project. The Redevelopment Loan proceeds shall be considered advanced and the resulting grant made upon submission of evidence to the City that the Owner has expended funds to pay eligible costs from time to time, except that Redevelopment Loan proceeds under the Original Redevelopment Note shall be considered advanced as of the date of said note.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest on the Redevelopment Loan. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that, prior to expenditure or disbursement to Owner of Redevelopment Loan proceeds to which Owner shall be entitled for reimbursement, extended under the Modification of Redevelopment Note, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Planning Manager with evidence, acceptable to the Planning Manager, that the private funds have been irrevocably committed to the Redevelopment Project in the amount sufficient to complete the redevelopment project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as co-obligee.
- 2.5 make payments, as required by this agreement and the Redevelopment Promissory Note, of the Excess ad valorem taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the

Division Date Year. Under no circumstances shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e., thirty (30) semi-annual installments) after the Division Date Year or after such time as the Redevelopment Promissory Note has been paid in full. City and Owner acknowledge and agree that Owner shall receive the benefit of the Redevelopment Loan proceeds, as limited eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, the actual amount of eligible costs set forth on Exhibit "E", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "E" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.
- 2.7 execute such documents as may be reasonably necessary to effectuate the City's obligations under this Agreement.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before December 31, 2025, creating an increase in real property taxable base by reason of such construction of at least \$6,200,000.00 over the base year valuation of \$1,300,000.00. In the event the Redevelopment Project cannot be completed on or before December 31, 2025, the Owner may submit a request, in writing, for an extension of the completion date. The request must be submitted no less than three (3) months prior to the completion date set forth herein. The request may be acknowledged and approved by the Planning Director.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$917,949.00, which includes the principal amount of \$438,949.00 extended under the original Redevelopment Note together with an additional \$479,000.00 extended pursuant to the Modification of Promissory Note, plus accrued interest, which when combined with other private funds available will be sufficient to construct the Redevelopment Project. Execution and delivery of the Modification of Redevelopment Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the redevelopment loan proceeds for redevelopment purposes under Section 2.2 may

be accomplished by offset so that the Owner retains the loan proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the redevelopment loan proceeds.

3.3.1 Such loan funds shall be disbursed as provided in Section 2.

3.3.2 Such loan shall bear a 6.0% interest rate.

3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3, as Excess ad valorem taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, become available to the City for such use. The Redevelopment Loan proceeds shall be considered advanced under the terms of the Redevelopment Promissory Note from time to time upon submission of evidence to the City of expenditures by the Owner on eligible costs, and approval by the City of such costs.

3.4 from the date of this Amended and Restated Redevelopment Agreement forward, provide the City with quarterly progress reports during the redevelopment and allow the City reasonable access upon written request to Owner to any relevant financial records pertaining to the Redevelopment Project.

3.5 during the period that the Redevelopment Promissory Note (TIF Funds) is outstanding, (1) not protest the current real estate improvement valuation on the Redevelopment Site of \$2,692,953.00 or less prior to and during construction; and \$7,500,000.00 [\$1,300,000.00 (base) plus \$6,200,000.00 (excess valuation)] or less after substantial completion or occupancy of the redevelopment project. This covenant is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note; (2) not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes. If the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled; (3) not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Site; (4) maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site; (5) in the event of casualty, apply such insurance proceeds to their reconstruction and (6) cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth (15th) year under this Redevelopment Agreement that become delinquent in the sixteenth (16th) calendar year following the Division Date Year

shall be forfeited and returned to the appropriate public bodies or taxing jurisdictions. In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note to the City after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in an Amended Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Amended and Restated Redevelopment Agreement. A copy of the Amended Notice of Redevelopment Agreement shall be delivered to the City within one (1) week of recording. The Owner agrees to include the same covenants and restrictions agreed to above in any subsequent sale, assignment, sale-leaseback or other transfer of the Redevelopment Site, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Modification of Redevelopment Note prior to disbursement of any proceeds under the Modification of Redevelopment Note for repayment of such Redevelopment Promissory Note pursuant to Section 2.3, so that such payment can be noted on the Redevelopment Promissory Note and the Redevelopment Promissory Note returned to Owner.
- 3.7 acquiesce to any and all requests deemed necessary by the City related to compliance with the applicable Nebraska Revised Statutes.
- 3.8 provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractors will satisfy this requirement.
- 3.9 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council on December 17, 2024, by Resolution No. 2024-_____, in coordination with the Owner's development team, the City of Bellevue Planning Commission, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.
- 3.10 inform the City, in writing, of any conveyance of the entire Redevelopment Project or Redevelopment site, which shall include the name and address of the purchaser and contact information for the purchaser's authorized representative.
- 3.11 retain copies of all supporting documents (as defined under Section 18-2119(4) of the Nebraska Revised Statutes) that are received or generated by the Owner in relation to the Redevelopment Project or Redevelopment Plan, until the expiration of three (3) years following the end of the last fiscal year in which Excess ad valorem Taxes are divided in relation to the Redevelopment Project and provide such copies to the City upon written request of the Director.

SECTION 4. PROVISIONS OF THE CONTRACT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue has a financial interest, direct or indirect, in this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the contract voidable by the Mayor or the City Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.
- 4.6 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.
- 4.7 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.
- 4.8 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.
- 4.9 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "B", attached hereto, to the benefit of the City of Bellevue.

4.10 Administrative Amendments. The parties recognize that certain administrative amendments may need to be made to this Agreement and to carry out the intent of this Agreement and the Redevelopment Plan. The parties recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in Section 18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

4.10.1. Those that materially alter or reduce existing areas or structures otherwise available for public use or access;

4.10.2. Those that require the expenditure of \$75,000 or more of City funds above the levels contained in this Agreement;

4.10.3. Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and

4.10.4 Those otherwise considered major or material in the reasonable discretion of the City.

4.11 Force Majeure. As related only to the project completion date in Section 3.1 of this Agreement, neither the City nor the Owner shall be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, diseases, pandemics, quarantines, epidemics, acts of government, a state of emergency, riots, power failures, computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss of malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the affected party shall provide the other party notice of such delay as soon as reasonably practicable following its discovery, and each party shall use its best efforts to mitigate the effects of any such failure or delay.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Bellevue:
Tammi Palm
Planning Director, City Planning Department
1510 Wall Street
Bellevue, NE 68005

Legal Service
c/o City Clerk
1500 Wall Street
Bellevue, NE 68005

(2) Owner:
Marathon Equity, L.L.C.
c/o John Larsen
901 Fort Crook Road N.
Bellevue, NE 68005

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 2024.

ATTEST:

CITY OF BELLEVUE:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

EXHIBIT B

Lot 1, Southeast Plaza, an Addition to the City of Bellevue, Sarpy County, Nebraska.

EXHIBIT C

EXHIBIT D

Exhibit E
TIF Eligible Expenses

Land Acquisition	\$1,300,000.00
Demolition	\$170,000.00
Landscaping	\$75,000.00
Enclose Covered Drive	\$30,000.00
Paint	\$50,000.00
Roof Repair	\$30,000.00
Fire Protection Updating	\$65,000.00
Engineering/Architectural Costs	\$75,000.00
Concrete/Core & Shell Masonry	\$298,000.00
Parking	\$40,000.00
Attorney Fees	\$7,500
TIF Fees	\$5,000.00
Total:	\$2,145,500.00

MODIFICATION OF REDEVELOPMENT PROMISSORY NOTE

This Modification of Redevelopment Promissory Note (“Modification”) is made and entered in to effective this ___ day of December, 2024, between the CITY OF BELLEUVE, NEBRASKA, a Municipal Corporation (“Borrower”) and MARATHON EQUITY, L.L.C., a Nebraska limited liability company (“Holder”).

RECITALS

A. Borrower is indebted to Holder upon that certain Redevelopment Promissory Note (“Note”) dated February, 2018 in the original principal amount of \$438,949.00;

B. Pursuant to the Amended and Restated Redevelopment Agreement, is to receive additional Redevelopment Loan proceeds in the amount of \$479,000.00 as of the approval of the Amended Redevelopment Plan approved on December 17, 2024, by Resolution No. 2024-___;

C. Accordingly, Holder and Borrower have agreed to modify certain terms of the Note, as set forth below.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note shall be modified as follows:

1. The Note is modified to reflect that the advance of additional loan proceeds in the amount of \$479,000.00 as of December 17, 2024, which shall accrue interest from and after said date as provided in the Note.

2. All references to the Redevelopment Agreement shall be deemed to refer to the Amended and Restated Redevelopment Agreement dated on or about even date with this Modification.

3. The paragraph beginning “In the event the monies collected . . .” is hereby replaced with the following:

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) year from the Division Date Year, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from the Division Date Year, Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue.

4. Except as expressly modified by the terms hereof, all terms and provisions of the

Note are hereby ratified and shall remain in full force and effect as originally drafted. This Modification and the Note shall be read together, as one document.

5. The introductory paragraph and recitals set forth above are incorporated herein by this reference.

ATTEST:

CITY OF BELLEVUE:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

HOLDER:

Marathon Equity, L.L.C.,

By: _____
Name: John Larsen, authorized member

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
12/17/2024

COUNCIL MEETING DATE: December 17, 2024		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250114 WW25(8) Landings Lift Station Upgrades Study

SYNOPSIS/BACKGROUND:

Embris Group to provide professional engineering services to study, evaluate and report on the condition, alternatives, and improvements to the Landings Lift Station (LS) located south of the intersection of 36th and Cornhusker Rd. The LS services the Landings Apartments, the Cornhusker Creek development, businesses located on the southwest corner of 36th and Cornhusker Rd and developable acres located northwest of 36th and Cornhusker.

FISCAL IMPACT: \$62,960 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Embris Group INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Landings Lift Station Upgrades Study

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250114 WW25(8) Landings Lift Station Upgrades Study

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

CIP PROJECT NAME: CIPWW25(8) CIP PROJECT NAME: Landings Lift Station Upgrades

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

ACCOUNTING DISTRIBUTION CODE: CIPWW25(8) ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with Embris Group and City of Bellevue in the amount not to exceed \$62,960.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon P. Hailon
[Signature]
[Signature]



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Bellevue, NE (“Owner”) and Embris Group, LLC (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Landings Lift Station (“Project”).

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit C.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Basis of Payment:
 - 1. Lump Sum. – **N/A**
 - 2. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer’s employees times standard hourly rates for each applicable billing class.
 - b. The total compensation for Services is estimated to be \$62,960.00

- B. Owner shall pay Engineer as set forth in Exhibit B and per the terms in Exhibit C.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – Breakdown of Costs
- Exhibit C – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: Embris Group, LLC



By: Lucas C. Billesbach, PE

Title: Principal

Date Signed: 10.22.2024

Address for giving notices:

Embris Group, LLC

963 N 13th Street

Fort Calhoun, NE 68023

Project Description:

The Landings Lift Station currently serves an apartment complex located on the southeast corner of 36th and Cornhusker similarly named the Landings Apartments. The station is a relatively small station that pumps approximately 50 feet to the south where it deposits into a main trunk sewer line that continues to the City of Omaha's Big Papillion interceptor sewer.

A new development named Cornhusker Creek is being constructed on the northwest corner of 36th and Cornhusker and is planned to contribute additional wastewater flows to this lift station. In addition, there is undeveloped property and unsewered developments to the north and west of the Cornhusker Creek development.

The sewershed for this area is contained within the Big Elk Basin which has an overall approximate area of 1,800 acres. The sewershed area within this basin that is the focus of this study comprises approximately 534 acres of the larger 1,800 acre area. The remaining area not being evaluated within this study is already served with sanitary sewer. See Attachment 1.

This scope of services will evaluate the build-out of the Big Elk Basin and how to appropriately provide sanitary sewer service to the existing Landings Apartments, Cornhusker Creek development, undeveloped areas, and unsewered developments within the basin. A range of alternatives will be explored, and may include, but not limited to:

1. Recommendations for rehab or replacement of the Landings LS and appropriate sizing information.
2. Extensions of gravity trunk sewers within the basin including proposed routing and sizing information.
3. Possible additional connection points to the Omaha interceptor sewer.

This scope of services is intended to deliver a technical memorandum summarizing the analysis, alternatives explored, opinions of cost, and recommendations. The technical memorandum shall be a 10% design effort and shall be sufficient to select an alternative(s) to progress into preliminary and final design phases.

Scope of Services:

Task 1: Study and Report Phase

- 1.1 Attend a virtual kick-off meeting with the City of Bellevue staff to review the project scope, schedule, and design details. Conduct an internal kick-off meeting with the project team.
- 1.2 Receive and review existing data from Client and City of Omaha including:
 - a. Relevant original plans, specifications, and/or operation and maintenance manuals for the Landings LS and sewer line directed to it.

- b. Flow data, run hour history, or any other operational data on the existing lift station.
 - c. Relevant proposed design plans for the Cornhusker Creek development.
 - d. Relevant as-built plans or elevational data for the trunk sewer connecting to the City of Omaha's Big Papillion interceptor sewer.
 - e. Preliminary design plans for improvements to Cornhusker and 36th Street.
 - f. As-built plans for the City of Omaha's interceptor sewer.
 - g. Other pertinent data to the overall project.
- 1.3 Conduct a site walkthrough of the project area to review the existing lift station site and sewershed areas.
- 1.4 Coordinate with the engineer of the Cornhusker Creek development to understand development pressures including expected flows and timing of development completion.
- 1.5 Conduct planning analysis as follows:
- a. Conduct a desktop study evaluation of Big Elk Basin sewershed. Sewershed analysis shall include:
 - I. Delineation of the sewershed.
 - II. Estimation of flows from current developed areas.
 - III. Determination of additional developable area and estimation of flows utilizing future land use and zoning for building types.
 - IV. Determination of unsewered areas in the basin and estimation of flows.
 - b. Using LIDAR contour data, prepare alternative sewer alignments for additional trunk sewers within the sewershed.
 - I. Conduct utility coordination with MUD regarding an existing 36" water main in the area to identify potential conflicts that may exist.
 - II. Evaluate alternative sewer alignments for fatal flaws.
 - III. Evaluate slope and hydraulics to determine sizing.
 - IV. Identify potential connection points to existing sewers. Measure sewer depths at potential connection points, and utilizing GPS, survey manhole rims to determine critical sewer elevations (up to 12 locations in 3 trips)
 - V. Identify potential connection points to Omaha's Big Papillion interceptor sewer, and coordinate with City of Omaha and City of Bellevue on flow measurement requirements for new connection points.
 - VI. Coordinate with City of Omaha on status of Big Papillion interceptor rehabilitation project
 - VII. Prepare preliminary plan and profiles of feasible alternatives utilizing available GIS information.
 - VIII. Utilizing GIS parcel data, identify property acquisitions that would be necessary.
 - IX. Prepare budgetary opinions of probable cost for feasible alternatives.

- c. Prepare sizing criteria for a proposed lift station and forcemain at the Landings LS site if necessary. Sizing criteria shall include:
 - I. Review pump hydraulics and select an appropriate flow and head condition to base the design on.
 - II. Prepare recommendations for depth and diameter of a wetwell.
 - III. Prepare recommendations for pump type.
 - IV. Prepare recommendations for forcemain size.
 - V. Prepare budgetary opinions of cost for feasible alternatives.

1.6 Coordinate with City of Bellevue staff on the development of a phasing plan (if applicable) to illustrate how proposed alternatives would be constructed and discussion on how connection fees may fund them.

1.7 Summarize findings of the analysis, alternatives considered, opinions of cost, and recommendations into a technical memorandum. Conduct a virtual meeting to review the results.

Meetings:

- Virtual Kickoff Meeting
- Up to three (3) site visits to obtain flowline data

Deliverables:

- Technical Memorandum

Task 2: Preliminary Design Phase – To be Negotiated

Task 3: Final Design Phase – To be Negotiated

Task 4: Project Management and Permits – To be Negotiated

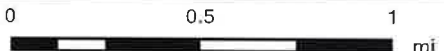
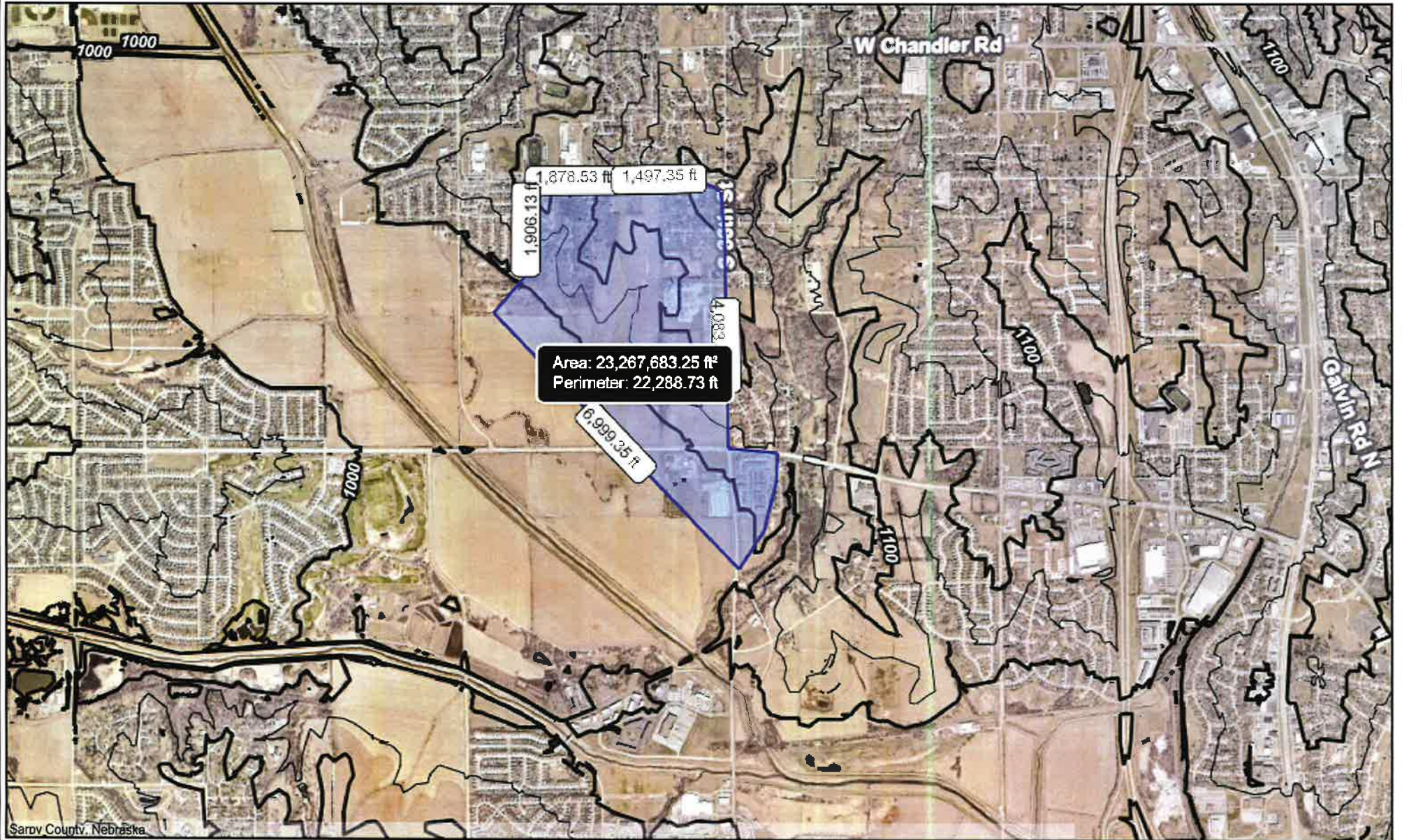
Items not included with this scope that can be provided as Additional Services:

1. Preliminary design, final design, bidding, construction administration, and permit services are not included in this scope of services but can be provided in future phases of work.
2. Topographic survey.
3. Property line delineation, boundary survey, easement or acquisition property descriptions.
4. Land acquisition services.
5. Materials testing services including geotechnical data, concrete, and soil testing.
6. Field work, testing, and obtaining any regulatory or environmental permitting.

Project Time Frame:

1. Kick-Off Meeting – Within fourteen (14) calendar days from date on signed agreement
2. Study and Report Phase – 90 calendar days from kick-off meeting

Attachment 1 to Exhibit A - Primary Study Area



Map Scale 1: 42040

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



Exhibit B - Breakdown of Costs

Project: Bellevue Landings Lift Station
Date: 11.25.2024

Employee:	L. Billesbach	N. Sutko	A. Larkin	T. Bilslend			
Classification:	Principal	Sr. Engineer	El	Eng. Tech.	Subtotal	Subtotal	Terms
Hourly Rate:	\$245	\$230	\$165	\$160	Hours	Fee	
Task 1: Study and Report Phase	58	60	142	72			hourly not to exceed
1.1 Virtual kick-off meeting	8	8	4	4	24	\$5,100.00	
1.2 Review existing data	8	12	16	4	40	\$8,000.00	
1.3 Site walkthrough	6	6	6		18	\$3,840.00	
1.4 Coordinate with Cornhusker Creek	4				4	\$980.00	
1.5 a. Desktop study eval of Big Elk Basin		2	16		18	\$3,100.00	
1.5 b. Alternative trunk sewer alignments	8	24	60	60	152	\$26,980.00	
1.5 c. Sizing criteria for Landings LS	8		16		24	\$4,600.00	
1.6 Phasing plan	8		8		16	\$3,280.00	
1.7 Summarize findings into a TM	8	8	16	4	36	\$7,080.00	
Totals:					332	\$62,960.00	

1. SCOPE OF SERVICES: Embris Group, LLC (Engineer) shall perform the services described in Exhibit A. Engineer shall invoice the Owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: ENGINEER can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The Owner shall provide all criteria and full information as to the Owner's requirements for the project; designate and identify in writing a person to act with authority on the Owner's behalf in respect to all aspects of the project; examine and respond promptly to Engineer's submissions; and give prompt written notice to Engineer whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish Engineer with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While Engineer shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: Engineer's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, Engineer's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of Engineer, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of Engineer's services shall be adjusted equitably.

5. INVOICES: Engineer shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to Engineer for services and expenses within 30 days after receipt of Engineer's statement, Engineer may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until Engineer has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by Engineer under the agreement shall be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same

locality. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with Engineer's services.

Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without Engineer's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by Engineer for extensions of the project or for any other project shall entitle ENGINEER to further compensation at rates to be agreed upon by the owner and Engineer.

9. SUBCONSULTANTS: Engineer may employ consultants as Engineer deems necessary to assist in the performance of the services. ENGINEER shall not be required to employ any consultant unacceptable to Engineer. Engineer shall, at its sole discretion, include up to a 10% markup of subconsultant fees on invoices to Owner.

10. INDEMNIFICATION: To the fullest extent permitted by law, Engineer and the owner shall indemnify and hold each other harmless

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: Engineer shall procure and maintain the following insurance during the performance of services under this agreement:

- a. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- b. Auto Liability
 - i. Combined Single: \$1,000,000
- c. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- d. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- e. All policies of property insurance shall contain provisions to the effect that Engineer and Engineer's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- f. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause Engineer and Engineer's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- g. The owner shall reimburse Engineer for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, Engineer shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and Engineer 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, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or Engineer to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and Engineer and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Engineer's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and Engineer, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

18. E-VERIFY: Engineer shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
12/17/2024

COUNCIL MEETING DATE: 12/17/2024		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:

BPW250107 - CIP PK25 (2) Haworth Ballfield Fence

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 2 - bids for Hayworth Park Ballfield Fence on 12/3 ranging from \$100,862.45 to \$148,408.00.

After the review of the bids received, the low bidder, American Fence Co., accepts Addendum No. 1 to establish a 2-year warranty period and accepts the terms of the City Contract (attached), therefore we request the City Council approve and the Mayor to execute the City Contract with American Fence Co. in the amount of \$100,862.45

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="American Fence Co."/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text" value="BPW250107 - CIP PK25 (2) Haworth Ballfield Fence"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="BPW250107 - CIP PK25 (2) Haworth Ballfield Fence"/>		
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" value="Haworth Ballfield Fence Replacement"/>	CIP PROJECT NUMBER: <input type="text" value="PK 25(2)"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="7040"/>	ACCOUNT NUMBER: <input type="text" value="10-11-7040"/>	

RECOMMENDATION:

City Council to approve and Mayor to execution the agreement between the City of Bellevue and American Fence Co., in the amount of \$100,862.45

ATTACHMENTS:

- | | | |
|--|--|--|
| 1. <input type="text" value="Bid Form"/> | 2. <input type="text" value="Tab Sheets"/> | 3. <input type="text" value="Contract"/> |
| 4. <input type="text" value="Proposal"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Signature 1
Signature 2
Signature 3

BID SCHEDULE

LUMP SUM PRICE

BID:

\$ 100,862.45

BIDDER:

American Fence

CONTRACT

THIS CONTRACT (the Contract) is made and entered into this 17th day of December 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska (City), and American Fence Co. Whenever used in this Contract, the term (Party) shall mean City or Contractor, individually, and the term (Parties) shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal for **HAWORTH PARK BALLFIELDS FENCE REPLACEMENT** to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

7. Contractor's Compensation. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **One hundred thousand eight hundred sixty-two dollars and 45/100 (\$100,862.45)**. Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment (Application for Payment) based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an

Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

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

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

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

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

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

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

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

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

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes to the Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project

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

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

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

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

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

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

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

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

If to City:

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

With a copy to:

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

If to Contractor:

American Fence Co.
6925 N 94TH Plaza
Omaha, NE 68122

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

national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

ATTEST:

BY: _____
TITLE: _____

EXHIBIT "A"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

Project: City of Bellevue
“HAWORTH PARK BALLFIELDS FENCE REPLACEMENT”

PROPOSAL


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

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “HAWORTH PARK BALLFIELDS FENCE REPLACEMENT” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services; coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 1 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

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

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

Respectfully submitted:



Signature of Bidder – Title

Scott Evans

Typed or Printed Name

American Fence

Name of Company

6925 N 94th Plaza Omaha, Ne 68122

Business Address

531-225-5348

Phone Number

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
12/17/2024

COUNCIL MEETING DATE: December 17, 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:

District 3 fire station bathroom

SYNOPSIS/BACKGROUND:

Gearhart Construction & Plumbing Inc to add a bathroom to District 3 Fire station. Adding a toilet, sink, shower providing framing drywall, paint and flooring.

FISCAL IMPACT: \$28,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Gearhart Construction & Plumbing, Inc. 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: CIPBM25(07)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to approve the Dist. 3 Fire stations bathroom addition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bortillon
Jason Ford
Jason Ford

Gearhart Construction & Plumbing, Inc.

101 Industrial Dr
Bellevue, NE 68005

Estimate

Date	Estimate #
6/21/2024	1178

Name / Address
City of Bellevue 1510 Wall St Bellevue, NE 68005

			Project
Description	Qty	Rate	Total
District 3 Fire Station Add bathroom. Add toilet,sink, shower provide framing drywall, paint and flooring.		28,000.00	28,000.00
Total			\$28,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/17/2024

COUNCIL MEETING DATE: December 17, 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:

250108 PK25(3) Everett Park Pickleball Courts and Parking Lot

SYNOPSIS/BACKGROUND:

HGM Associates submitted Amendment No. 1 for design engineering services in the total amount of \$9,500 for Everett Park pickleball court lighting.

FISCAL IMPACT: \$9,500 BUDGETED FUNDS?: Yes 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 Everett Park pickleball lights

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Everett Park Pickleball Courts and Parking Lot

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

CIP PROJECT NAME: Everett Park Pickleball Courts and Parking Lot CIP PROJECT NUMBER: PK25(3)

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

ACCOUNTING DISTRIBUTION CODE: 11 ACCOUNT NUMBER: 7040

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 \$9,500 for design engineering for the Everett Park pickleball court lights

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bortillon
David Goedecken
Jan 1



December 5, 2024

John Krager, PE
City of Bellevue, Public Works Dept
1510 Wall Street
Bellevue, NE 68005Address

Subject: Everett Park Pickleball and Parking Improvements
HGM Project No. 107624
Change in Services - Amendment to Agreed Cost

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated October 17, 2024. This letter shall serve as Amendment Number One to the original agreement.

The services not included in the original agreement are:

Additional services to work with Engineering Technologies Inc (ETI) to provide outdoor lighting for the pickleball courts as follows:

- A. Provide (1) site verification trip to review existing conditions.
- B. Coordinate with the City and/or OPPD for power needs.
- C. Document existing surrounding light levels and limit impact from new lighting.
- D. Document surrounding neighborhoods and limit light trespass from new lighting.
- E. Identify design recommendations and guidelines based on level of competition present.
- F. Study code implications to proposed lighting solutions.
- G. Lighting design including fixture selection, lighting controls, photometric calculations, and coordination with the client and owner.
- H. Opinion of Probable Costs during design and completion of design, if required.

Deliverables:

- Provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of supplying and installation of lights for the new pickleball court.

HGM will provide these Additional Services for a lump sum amount of \$9,500.

December 5, 2024

Page 2 of 2

John Krager, PE
City of Bellevue, Public Works Dept

We anticipate that we will be able to begin work on these additional services within the same time frame listed in the original agreement dated October 17, 2024. If at any time HGM is delayed in the performance of these services, I will notify you immediately.

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 or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Todd Maiellaro, ASLA
Landscape Architect

Authorization of Additional Services:

CITY OF BELLEVUE, PUBLIC WORKS DEPT - CLIENT

Authorized Signature

Printed Name & Title

Date



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

December 2, 2024

Todd Maiellaro
HGM Associates Inc.
640 Fifth Avenue
Council Bluffs, IA 51501

RE: Everett Park Pickleball Courts Lighting - Bellevue

Dear Todd,

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the "Project":

1. Project

- 1) Electrical design services for lighting for (4) new pickleball courts within Everett Park in Bellevue, NE as follows:
 - a) Construction Documents:
 - i) Meet with the client and owner to discuss project needs and goals.
 - ii) Provide (1) site verification trip to review existing conditions.
 - iii) Coordinate with the City and/or OPPD for power needs.
 - iv) Document existing surrounding light levels and limit impaction from new lighting.
 - v) Document surrounding neighborhoods and limit light trespass from new lighting.
 - vi) Identify design recommendations and guidelines based on level of competition present.
 - vii) Study code implications to proposed lighting solutions.
 - viii) Lighting design including fixture selection, lighting controls, photometric calculations, and coordination with the client and owner.
 - ix) Opinion of probable costs during design and at completion of design, if required.
 - b) Construction Administration:
 - i) Services such as reviewing shop drawings, answering RFIs, creating ASIs/PRs, reviewing closeouts, and a final punchlist.

The following services are not included in the basic scope of services, but can be provided as additional services:

- 1) Mechanical Engineering Services.
- 2) Technology Design Services.
- 3) Architectural Lighting Design Services.
- 4) Commissioning Services.
- 5) Energy Modeling Services.
- 6) Detailed Life Cycle Cost Analysis.

Page 1 of 5

Engineering Technologies Inc
Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508
1101 North 13th Street, Omaha, NE 68102

P 402.476.1273
P 402.330.2772

Innovative Comprehensive Proven
www.eti-engineers.com

Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R. Kolschwar, PE, CxA, LEED AP, Mechanical Engineer
Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Tony L. Dupsky, PE, Architectural Engineer - Mechanical
Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer



2. Basic Scope of Services

Our Basic Services will consist of Engineering work associated with the Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of Basic Services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor’s work.
- c. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.
- d. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

NOTE: Attending a pre-bid conference, the bid opening, and a pre-construction conference and handling matters pertaining to printing, advertising, and distribution of the Contract Documents shall not be included as part of Basic Services.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the Basic Scope of Services.

3. Compensation for Professional Services

Our fee and subsequent billings for our Basic Services will be based on the following:

- Construction Documents: A fixed fee of \$9,500. Accept Deny
- Construction Administration: A fixed fee of \$3,000. Accept Deny

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Basic and Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for Basic and Additional Services. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion



or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client's consultants or contractors. The ENGINEER shall be compensated for these services as "Additional Services", as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client's consultants. The ENGINEER also shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

4. Liability


Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our design fees. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.


Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.'s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner's agreement with Client.


This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. **If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.**



Sincerely,

By: 
Andrew P. Wiese, PE, LC
Architectural Engineer
Engineering Technologies, Inc.

Accepted by: 
Todd Maiellaro
for HGM Associates Inc.
Date: 12.6.24

By: 
Shane M. Hoss, PE, RCDD
Principal
Engineering Technologies, Inc.

Enclosure



ENGINEERING TECHNOLOGIES, INC.

2024 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal	\$210.00
Professional Engineer	\$185.00
Engineer I / Senior Designer	\$165.00
Technology Project Manager.....	\$165.00
Engineer II	\$140.00
BIM Manager	\$140.00
Designer I	\$140.00
Designer II	\$130.00
Construction Manager	\$140.00
Engineering Technician I	\$120.00
Engineering Technician II	\$110.00
Engineering Technician III	\$95.00
Administrative Staff	\$75.00

2024 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance + 10%
Travel Expenses	Actual Cost + 10%
Consultants	Actual Cost
Supplies, Miscellaneous, Etc.....	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Black and White Copies/Prints.....	\$0.12/each + 10%
Color Copies/Prints	\$0.59/each + 10%
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet



PROJECT SCHEDULE
EVERETT PARK PICKLEBALL & PARKING IMPROVEMENTS
HGM PROJECT NO. 107624
December 9, 2024

Survey crew on site	December 10, 2024
Kickoff Meeting	Week of December 16, 2024
Preliminary Design Review Meeting	Week of January 13, 2025
90% Construction Documents Review Meeting	Week of February 10, 2025
Final Plans to the City	Week of February 24, 2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/17/2024

COUNCIL MEETING DATE: December 17, 2024		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240501 - Prairie Hills Development - City Infrastructure - Amendment 1

SYNOPSIS/BACKGROUND:

HDR Engineering is to perform professional engineering design services for Prairie Hills Development to include: project administration and management; engineering preliminary design, final design and bidding phase services for Ft Crook Rd extension within the Prairie Hills Development to include geotechnical investigation and topographic survey.

FISCAL IMPACT: \$69,900 BUDGETED FUNDS? YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW240201 Prairie Hills Development

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Prairie Hills Development

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR Engineering in the amount not to exceed \$69,900.00 for professional engineering design services.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Bortillon
David Goedeken
David Goedeken

**AMENDMENT NO. ONE TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
PRAIRIE HILL DEVELOPMENT – CITY INFRASTRUCTURE
PROJECT NO. BPW240501**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 4, 2024 to perform engineering services for the City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined in the attached Exhibit A.

Section IV Period of Service shall be amended to include completion of the final design services as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$69,900.00 to \$493,300.00.

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

HDR ENGINEERING, INC. ("HDR")

City of Bellevue, Nebraska
("OWNER")

By: Matthew B. Tondl

By: _____

Name: Matthew B. Tondl, P.E.

Name: Rusty Hike

Its: Senior Vice President

Its: Mayor

Date: _____

Date: _____

AMENDMENT NO. 1 - EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The Agreement for the Prairie Hill Development – City Infrastructure (BPW240501) scope of work provided for the preliminary design, final design, and bid phase services for the Fort Crook Road extension from the current termination at Grenoble Drive to the north property line of the Prairie Hill Development (Development) and from the south property line of the Development to Highway 34 including the Highway 34 improvements. The scope of work also included geotechnical investigation and topographic survey outside of the Development.

The Amendment No. 1 scope of work provides for the design and bidding of Fort Crook Road within the Development including the sanitary and storm sewer within the Fort Crook Road right of way (ROW). The applicable design tasks from the original agreement apply to this amendment, except as noted below.

Additional Items of Work:

1. Fort Crook Road preliminary and final design within the Development.
2. Sanitary Sewer preliminary and final design within the Fort Crook Road ROW within the Development.
3. Storm Sewer preliminary and final design within the Fort Crook Road ROW within the Development.

Additional Key Understandings:

1. The City improvements within the Development will be limited to Fort Crook Road, recreational trail, storm sewer within the ROW, and the sanitary sewer within the ROW.
2. The rough grading design for the Development including the Fort Crook Road ROW will be completed by the Development designers.
3. The ROW, street alignment, trail alignment, and storm sewer requirements for Fort Crook Road will be communicated to the site designers.
4. The ROW storm sewer design will be coordinated with the site designers including calculated flows, points of connection, pipe sizing, discharge location, etc.
5. The sanitary sewer collection system will be designed to NDEE requirements and will be coordinated with the site designers.
6. The Development survey will be provided for the street and sewers design.
7. The sanitary sewer plan sheets will be incorporated into NDEE permit submittal for the Development.
8. The geotechnical investigation for Fort Crook Road infrastructure improvements within the ROW within the Development will be completed by Terracon.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of geotechnical investigation for Fort Crook Road within the Development.

HDR Activities **210 – Geotechnical Investigation**

- Complete the geotechnical investigation for the infrastructure improvements.
- Complete the geotechnical report.

PART 6.0 PERIODS OF SERVICE:

Notice to Proceed	December 18, 2024
30 Percent Submittal	March 14, 2025
60 Percent submittal	May 16, 2025
95 Percent submittal	July 11, 2025
Bid submittal	August 8, 2025

EXHIBIT C

BELLEVUE PRAIRIE HILL DEVELOPMENT - CITY INFRASTRUCTURE

Estimated Man-hours and Fee Summary

November 27, 2024

ESTIMATED MANHOURS SUMMARY										
TASK SERIES	PM KOENIG	CADD ORTIZ	CIVIL ENGINEER SPENCER	CIVIL ENGINEER MAGEE	SECTION 408	SENIOR ROADWAY MOODY	ROADWAY CAD DICKEY	ROADWAY BREWER	ROADWAY QC HALL	TOTAL
Task 100 Project Management										
110 Project Management	2									2
130 Developer Coordination Meetings	6									6
Subtotal Task 100	8	0	0	0	0	0	0	0	0	8
Task 200 Data Collection										
210 Geotechnical Investigation										0
Subtotal Task 200	0	0	0	0	0	0	0	0	0	0
Task 300 Final Documents										
310 Preliminary Plans	4					20	60	60	4	148
320 60 Percent Plans	4					20	40	40	4	108
330 95 Percent Plans	2					20	40	40	4	106
360 Bid Phase						4	4	2		10
Subtotal Task 300	10	0	0	0	0	64	144	142	12	372
TOTAL	18	0	0	0	0	64	144	142	12	380

DIRECT COSTS						
Task Series	Travel Expenses	Print & Photo-copy	Mapping and Photos	Misc.	Total	
Task 100 Project Management	Mileage					
110 Project Management					\$0.00	
130 Developer Coordination Meetings					\$0.00	
Task 200 Data Collection						
210 Geotechnical Investigation					\$0.00	
Task 300 Final Documents						
310 Preliminary Plans		\$20.00			\$20.00	
320 60 Percent Plans					\$0.00	
330 95 Percent Plans					\$0.00	
360 Bid Phase					\$0.00	
		\$20.00	\$0.00	\$0.00	\$20.00	

BELLEVUE PRAIRIE HILL CITY FEE SUMMARY						
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total	
Task 100 Project Management						
110 Project Management	2	\$620.89	\$0.00		\$620.89	
130 Developer Coordination Meetings	6	\$1,862.68	\$0.00		\$1,862.68	
Task 200 Data Collection						
210 Geotechnical Investigation	0	\$0.00	\$0.00	\$7,590.00	\$7,590.00	
Task 300 Final Documents						
310 Preliminary Plans	148	\$23,053.04	\$20.00		\$23,073.04	
320 60 Percent Plans	108	\$17,799.22	\$0.00		\$17,799.22	
330 95 Percent Plans	106	\$17,178.32	\$0.00		\$17,178.32	
360 Bid Phase	10	\$1,775.64	\$0.00		\$1,775.64	
Task 400 ROW Services						
TOTAL	380	\$62,289.79	\$20.00	\$7,590.00	\$69,899.79	

TOTAL: \$ 69,900



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

May 13, 2024

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

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

RE: Proposal for Geotechnical Engineering Services
Prairie Hills Development Street Improvements
South 8th Street and US-34
Bellevue, Nebraska
Terracon Proposal No. P05245082rev

Dear Mr. Koenig:

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

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

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

Sincerely,
Terracon

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

Distribution: Addressee (pdf)

Michael D. Ringler, P.E.
Senior Engineer

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 03/01/2023 between HDR Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Prairie Hills Development Street Improvements project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 05/13/24 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See Consultant Proposal No. P05245082rev dated May 13, 2024.

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

See Consultant Proposal No. P05245082rev dated May 13, 2024.

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


See Consultant Proposal No. P05245082rev dated May 13, 2024.

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

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

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

Project Information

Item	Description
<p>Information Provided</p>	<p>HDR provided the following information:</p> <ul style="list-style-type: none"> ■ Phone calls and emails with HDR ■ Conceptual site plan showing the Fort Crook Road Alignment within the Prairie Hills Development ■ Site Master Plan dated 10/06/23
	<p>The beginning of the Fort Crook Road alignment begins at the intersection of South 8th Street and US-34 and ends near Grenoble Drive in Bellevue, Nebraska (see Site Location). The approximate project limits for this geotechnical investigation are along the red linework outside of the yellow boxes as shown on the below figure.</p>
<p>Parcel Information</p>	
<p>Project Description</p>	<p>The project consists of the construction of concrete-paved streets and installing storm water and sanitary sewers. Concrete-paved streets will be designed with the current version of the City of Omaha Standard Plans and Specifications. Invert and manhole elevations along the utility alignments are unknown. We assume inverts will be no deeper than 10 to 15 feet below final grades.</p>
<p>Grading/Slopes</p>	<p>We understand grading information is unavailable at this time. Cuts and fills of less than 5 feet are assumed to establish finished grades. Final slopes are assumed with a maximum inclination of 3H:1V (Horizontal: Vertical) or flatter.</p>

Scope of Services

Field Exploration

Scope Item	Quantity / Description
<p style="text-align: center;">Field Exploration</p> <p style="text-align: center;">Site Reconnaissance</p> <p style="text-align: center;">Soil Borings</p> <p>1. Depth as requested by client.</p>	<p>Site visit for boring layout and survey</p> <p>5 @ 20' ¹</p>

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

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

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

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

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

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



Laboratory Testing

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

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

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

Geotechnical Engineering Reporting

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

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

Compensation

Task	Lump Sum Fee
Test Location Staking Survey, Subsurface Exploration, Laboratory Testing, Geotechnical Reporting	\$6,900

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

Schedule

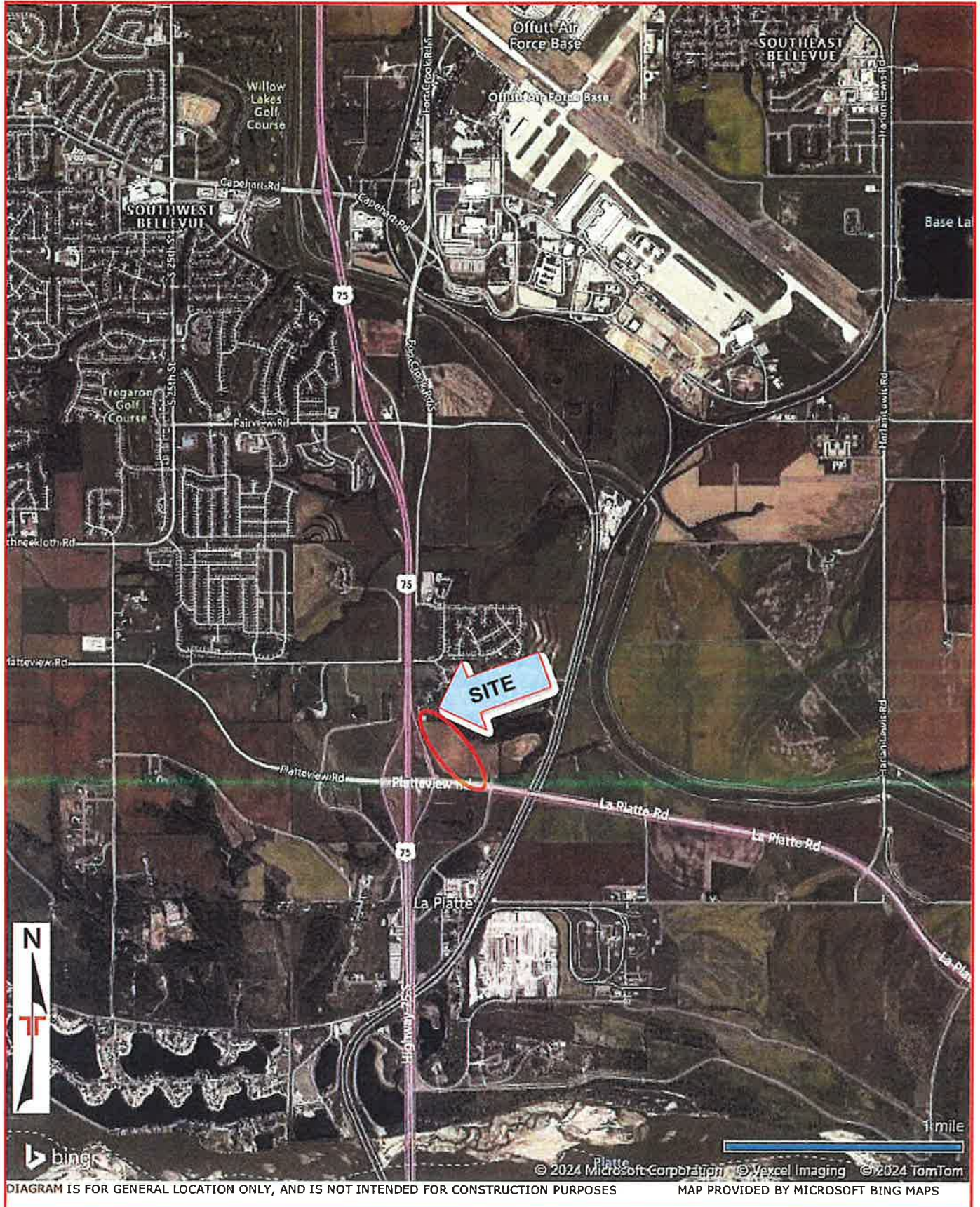
GeoReport Stage	Anticipated Posting Date from Notice to Proceed ¹
Project Planning and Schedule Review	3 to 5 days
Site Characterization	10 to 15 days
Geotechnical Engineering	25 to 30 days

1. Standard business days

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

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

Site Location



Proposed Exploration Plan



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
12/17/2024

COUNCIL MEETING DATE: 12/17/2024		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:

CIP25-WW25(2) and BPW 230307 Bluff Street Lift Station Replacement

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 3 - bids for Bluff Street Lift Station Replacement on 10/30 ranging from \$796,671.00 to \$1,017,535.90. After review of the bids received, the low, responsive, and responsible bidder is Judds Brothers Construction Co. in the amount of \$796,671.00 and therefore request the City Council approve and the Mayor execute the Notice of Award and authorize the execution of the Agreement.

FISCAL IMPACT: \$796,671 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Judds Brothers Const Co. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: CIP25-WW25(2) and BPW 230307 Bluff Street Lift Station Replacement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIP25-WW25(2) and BPW 230307 Bluff Street Lift Station Replacement

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

CIP PROJECT NAME: Bluff Street Lift Station Replacement CIP PROJECT NUMBER: WW25(2)

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

ACCOUNTING DISTRIBUTION CODE: WW25(2) ACCOUNT NUMBER: 7100

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Notice of Award and authorize the execution of the agreement between the City of Bellevue and Judds Brothers Const Co., in the amount of \$796,671.00

ATTACHMENTS:

- | | | |
|---------------|--------------------|--------------------------------|
| 1. Bid Form | 2. Bid Bond | 3. Embris - Bid Recommendation |
| 4. Tab Sheets | 5. Notice of Award | 6. Agreement |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amir Bafaila
Josiah
Janet



November 15, 2024

Rusty Hike, Mayor and City Council
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Subject: Bellevue Bluff Street Lift Station

Dear Mayor Hike and Council,

Bids were opened and read aloud for the above referenced project on October 30th, 2024, at 10:00 am. The project consists of the rehabilitation of an existing lift station with new pumps, improvements to the wetwell structure, trenchless installation of approximately 800 LF of 8" forcemain, and other equipment and appurtenances for a complete and working lift station system.

The bids received were evaluated and were prepared on the attached bid tab.

Three bids were received as shown below.

Judds Brothers Construction Co. of Lincoln, NE:	\$796,671.00
Neuvirth Construction, Inc. of Blair, NE:	\$811,125.57
General Excavating, LLC or Lincoln, NE:	\$1,017,535.90*

* Corrected Total Price Due to Mathematical Error in Bid from Unit Price provided

It should be noted that an error on the General Excavating bid form resulted in an increase of \$251,937 to their total bid price and subsequently resulted in Judds Brothers being the low bidder on the project. The original (non-corrected) total bid price received from General Excavating was \$765,598.90. In discussions with General Excavating, this was truly an error on the bid form and their intended total bid price was \$765,598.90.

If the intended bid price of General Excavating is considered, then the average bid price received would have been \$791,132, and all three bids would have been within 3% of this average, with the Judds Brothers Construction Co. bid only 0.7% above the average. Having received three bids in this tight of a price range indicates that the true construction cost is likely close to \$790,000.

The Engineer's Opinion of Probable Construction Cost (OPCC) for the project was \$661,055.00. The unit prices submitted by Judds Brothers were reviewed and were found to be reasonable and in line with market pricing. It appears the largest discrepancy between the Engineer's OPCC and the submitted pricing were changes made to the specifications of the prefabricated pump unit during the final design stages of the project to better meet the City's needs. These changes were not fully reflected in the final Engineer's OPCC, resulting in an OPCC that was below actual project cost.

An evaluation of the experience, reputation, and financial condition of Judds Brothers Construction Co. indicates that they are capable of completing the work required. An evaluation of the adjusted and intended bids received also indicates that the bid received from Judds Brothers Construction Co. is in line with the actual project's construction cost. Therefore, it is recommended the City award the contract for construction of the Bellevue Bluff Street Lift Station to Judds Brothers Construction Co. in the amount of \$796,671.00.

The recommendation for award assumes that the City has the budget available to award the bid to Judds Brothers Construction Co. If the City does not have the budget available to make this award, it would be within the City's rights to reject all bids. The City would be justified in rejecting all bids based on the following excerpts from the bid documents.

1. The last paragraph of the Advertisement for Bids states, "The Owner reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion serve the best interests of the Owner, and also reserves the right to reject any and/or all bids".
2. Paragraph 18.01 of the Instructions to Bidders states, "Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids."

It should be noted that if all bids are rejected and the project is rebid with the same or very similar design and contract conditions, the City is likely to get bids similar to the average of bids received on this project, or \$790,000. If the City rejects all bids with the intent of rebidding the project, it is recommended that meaningful changes be made to the design or contract conditions that will reduce the project cost and ultimately allow the City to accept one of the bids received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Wilmes".

Adam Wilmes, PE
Assistant Project Manager

avw

Attachments: Bid Tabulation

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Bellevue** Owner's Project No.: **230307**
Engineer: **Embris Group, LLC** Engineer's Project No.: **220036.00**
Project: **Bluff Street Lift Station Rehabilitation**
Contract Name: **Bluff Street Lift Station Rehabilitation**
Bidder: **Judds Bros Construction Co.**
Bidder's Address: **3835 N 68th Street, Lincoln, NE 68507**
PO Box 29229, Lincoln, NE 68529

You are notified that Owner has accepted your Bid dated **10/30/2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Rehabilitation of an existing lift station with new pumps, work to the wetwell structure, and the trenchless installation of approximately 800 LF of 8" forcemain together with other equipment and appurtenances for a complete and working lift station system.

The Contract Price of the awarded Contract is **\$796,671.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By *(signature)*: _____

Name *(printed)*: **Rusty Hike** _____

Title: **Mayor** _____

Copy: Engineer

AGREEMENT

This Agreement is by and between **City of Bellevue, NE** (“Owner”) and **Judds Bros Construction Co., 3835 N 68th Street, Lincoln, NE 68507** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Rehabilitation of an existing lift station with new pumps, work to the wetwell structure, and the trenchless installation of approximately 800 LF of 8” forcemain together with other equipment and appurtenances for a complete and working lift station system.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Bellevue Bluff Street Lift Station Rehabilitation, Embris Project No. 220036.00**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Embris Group, LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Embris Group, LLC**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2025**.

4.03 **DELETED**

4.04 *Milestones*

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. ~~*Milestones:* Contractor shall pay Owner **\$XXX.XX** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. **DELETED**

~~4.06 — *Special Damages*~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

<i>LINE ITEM</i>	<i>ITEM DESCRIPTION</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT</i>	<i>BID UNIT PRICE</i>	<i>BID AMOUNT</i>
1	MOBILIZATION/DEMOBILIZATION	1	LS		\$30,000.00
2	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS		\$6,000.00
3	INSTALL SILT FENCE	100	LF	\$6.00	\$600.00
4	INSTALL INLET PROTECTION	6	EA	\$300.00	\$1,800.00
5	CLEARING AND GRUBBING - GENERAL	1	LS		\$6,000.00
6	REMOVE PAVEMENT	207	SY	\$35.00	\$7,245.00
7	RECEIVING MANHOLE LINING (48")	13	VF	\$500.00	\$6,500.00
8	EXTERNAL CHIMNEY SEAL	1	EA	\$750.00	\$750.00
9	ABANDON 8" FORCEMAIN	787	LF	\$3.00	\$2,361.00
10	RESET MANHOLE LID & FRAME	1	EA	\$400.00	\$400.00
11	REMOVE CURB	73	LF	\$15.00	\$1,095.00
12	REMOVE SIDEWALK	292	SF	\$10.00	\$2,920.00
13	REMOVE FENCE	73	LF	\$15.00	\$1,095.00
14	REMOVE & ABANDON EXISTING LIFT STATION AND CONTROLS	1	LS		\$19,000.00

15	REMOVE & REPLACE STOP SIGN	1	LS		\$350.00
16	SUBSURFACE UTILITY EXCAVATIONS	1	LS		\$5,000.00
17	INSTALL TEMPORARY BYPASS PUMPING AND APPURTENANCES	1	LS		\$65,000.00
18	INSTALL SPRAY LINING IN EXISTING 84" WETWELL	21	VF	\$1,000.00	\$21,000.00
19	CONSTRUCT 8" CERTA-LOK DR 18	74	LF	\$400.00	\$29,600.00
20	CONSTRUCT 8" CERTA-LOK DR 18 (TRENCHLESS)	717	LF	\$175.00	\$125,475.00
21	INSTALL CERTA-LOK 45D BEND	2	EA	\$175.00	\$350.00
22	INSTALL CERTA-LOK 90D BEND	1	EA	\$350.00	\$350.00
23	INSTALL CERTA-LOK INTERNAL DROP	1	LS		\$2,000.00
24	CONNECT FORCEMAIN TO EXISTING MANHOLE	1	EA	\$5,000.00	\$5,000.00
25	CIPP LINE 15" SANITARY MAIN	36	LF	N/A	N/A
26	CONSTRUCT 7" THICK REINFORCED CONCRETE PAD	28	SY	\$350.00	\$9,800.00
27	INSTALL 60" BOLLARD	4	EA	\$750.00	\$3,000.00
28	INSTALL LIFT STATION PUMPS AND PIPING - COMPLETE	1	LS		\$295,000.00
29	INSTALL ELECTRICAL - COMPLETE	1	LS		\$75,000.00
30	CONTROLS INTEGRATION - COMPLETE	1	LS		\$22,500.00
31	CONSTRUCT 6" COMBINATION CURB AND GUTTER	106	LF	\$50.00	\$5,300.00
32	CONSTRUCT 9" CONCRETE PAVEMENT	179	SY	\$140.00	\$25,060.00
33	CONSTRUCT 5" THICK SIDEWALK	292	SF	\$10.00	\$2,920.00
34	CONSTRUCT CURB RAMP	36	SF	\$10.00	\$360.00

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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 and American Society of Civil Engineers. All rights reserved.

35	INSTALL DETECTABLE WARNING PANEL	16	SF	\$120.00	\$1,920.00
36	SUBGRADE PREPARATION	84	SY	\$50.00	\$4,200.00
37	INSTALL SODDING	84	SY	\$80.00	\$6,720.00
38	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B	0.5	AC	\$10,000.00	\$5,000.00
TOTAL					\$796,671.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the ~~3rd Tuesday day~~ of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **10** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work

remain satisfactory to Owner and Engineer, there will be no additional retainage;
and

- b. **10** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the **construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of [12] percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
6. Drawings (not attached but incorporated by reference) consisting of **15** sheets with each sheet bearing the following general title: **City of Bellevue Bluff Street Lift Station Rehabilitation, Embris Project No. 220036.00**.
7. ~~Drawings listed on the attached sheet index.~~
8. Addenda (numbers **1** to **3**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):

a. **Contractor's Bid.**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

11. Equipment Assessment Certification.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published

by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- B. If Owner is a public entity in the State the Project is located, then Contractor shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the Award Date (which is the Effective Date of the Contract).

Owner:
City of Bellevue
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Rusty Hike
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
1500 Wall Street
Bellevue, NE 68005

Designated Representative:
Name: David Goedeken
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:
1510 Wall Street
Bellevue, NE 680058

Phone: 402-293-3030

Email: David.goedeken@bellevue.net
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Judds Bros Construction Co.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

PENDING AWARD

PROJECT: Bellevue Bluff Street Lift Station
EMBRIS PROJECT #: 22-036
LOCATION: BELLEVUE, NE
LETTING: 10.30.2024 10:00 AM CT
OPINION OF PROBABLE COST (ALL GROUPS): \$661,055.00

Bidder	Bid Bond?	Total
Judds Brothers Construction Co. Lincoln, NE	5%	\$796,671.00
Neuvirth Construction, Inc. Blair, NE	5%	\$811,125.57
General Excavating, LLC Lincoln, NE	5%	\$1,017,535.90

tab sheet



PROJECT: Bellevue Bluff Street Lift Station
 EMBRIS PROJECT #: 22-036
 LOCATION: BELLEVUE, NE
 LETTING: 10.30.2024 10:00 AM CT
 OPINION OF PROBABLE COST (ALL GROUPS): \$661,055.00

Item	Description	Qty.	Unit	Engineer's Estimate		Judds Brothers Construction Co.		Newirth Construction, Inc.		General Excavating, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMobilIZATION	1	LS		\$54,600.00		\$30,000.00		\$19,985.49		\$42,040.00
2	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS		\$5,000.00		\$6,000.00		\$22,545.05		\$4,920.00
3	INSTALL SILT FENCE	100	LF	\$25.00	\$2,500.00	\$6.00	\$600.00	\$8.24	\$824.00	\$7.35	\$735.00
4	INSTALL INLET PROTECTION	6	EA	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$411.78	\$2,470.68	\$230.00	\$1,380.00
5	CLEARING AND GRUBBING - GENERAL	1	LS		\$1,000.00		\$6,000.00		\$2,586.37		\$1,825.00
6	REMOVE PAVEMENT	207	SY	\$13.00	\$2,691.00	\$35.00	\$7,245.00	\$38.93	\$8,058.51	\$29.10	\$6,023.70
7	RECEIVING MANHOLE LINING (48")	13	VF	\$450.00	\$5,850.00	\$500.00	\$6,500.00	\$872.28	\$11,339.64	\$718.00	\$9,334.00
8	EXTERNAL CHIMNEY SEAL	1	EA	\$750.00	\$750.00	\$750.00	\$750.00	\$577.47	\$577.47	\$815.00	\$815.00
9	ABANDON 8" FORCEMAIN	787	LF	\$7.00	\$5,509.00	\$3.00	\$2,361.00	\$4.27	\$3,360.49	\$5.50	\$4,328.50
10	RESET MANHOLE LID & FRAME	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$415.02	\$415.02	\$410.00	\$410.00
11	REMOVE CURB	73	LF	\$10.00	\$730.00	\$15.00	\$1,095.00	\$10.14	\$740.22	\$8.60	\$627.80
12	REMOVE SIDEWALK	292	SF	\$1.50	\$438.00	\$10.00	\$2,920.00	\$3.22	\$940.24	\$4.10	\$1,197.20
13	REMOVE FENCE	73	LF	\$10.00	\$730.00	\$15.00	\$1,095.00	\$10.74	\$784.02	\$33.00	\$2,409.00
14	REMOVE & ABANDON EXISTING LIFT STATION AND CONTROLS	1	LS		\$25,000.00		\$19,000.00		\$11,074.25		\$20,695.00
15	REMOVE & REPLACE STOP SIGN	1	LS		\$350.00		\$350.00		\$331.73		\$310.00
16	SUBSURFACE UTILITY EXCAVATIONS	1	LS		\$10,000.00		\$5,000.00		\$9,366.00		\$12,895.00
17	INSTALL TEMPORARY BYPASS PUMPING AND APPURTENANCES	1	LS		\$35,000.00		\$65,000.00		\$72,534.70		\$47,990.00
18	INSTALL SPRAY LINING IN EXISTING 84" WETWELL	21	VF	\$550.00	\$11,550.00	\$1,000.00	\$21,000.00	\$933.37	\$19,600.77	\$13,330.00	\$279,930.00
19	CONSTRUCT 8" CERTA-LOK DR 18	74	LF	\$80.00	\$5,920.00	\$400.00	\$29,600.00	\$185.05	\$13,693.70	\$126.00	\$9,324.00
20	CONSTRUCT 8" CERTA-LOK DR 18 (TRENCHLESS)	717	LF	\$160.00	\$114,720.00	\$175.00	\$125,475.00	\$100.68	\$72,187.56	\$109.00	\$78,153.00
21	INSTALL CERTA-LOK 45D BEND	2	EA	\$1,500.00	\$3,000.00	\$175.00	\$350.00	\$909.29	\$1,818.58	\$1,232.00	\$2,464.00
22	INSTALL CERTA-LOK 90D BEND	1	EA	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$1,194.54	\$1,194.54	\$1,275.00	\$1,275.00
23	INSTALL CERTA-LOK INTERNAL DROP	1	LS		\$2,000.00		\$2,000.00		\$3,120.43		\$5,800.00
24	CONNECT FORCEMAIN TO EXISTING MANHOLE	1	EA	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,767.53	\$1,767.53	\$3,785.00	\$3,785.00
25	CIPP LINE 15" SANITARY MAIN	36	LF	\$175.00	\$6,300.00						
26	CONSTRUCT 7" THICK REINFORCED CONCRETE PAD	28	SY	\$250.00	\$7,000.00	\$350.00	\$9,800.00	\$149.96	\$4,198.88	\$382.00	\$10,696.00
27	INSTALL 60" BOLLARD	4	EA	\$1,000.00	\$4,000.00	\$750.00	\$3,000.00	\$605.67	\$2,422.68	\$878.00	\$3,512.00
28	INSTALL LIFT STATION PUMPS AND PIPING - COMPLETE	1	LS		\$215,000.00		\$295,000.00		\$338,300.16		\$351,240.00
29	INSTALL ELECTRICAL - COMPLETE	1	LS		\$85,000.00		\$75,000.00		\$92,139.86		\$46,090.00
30	CONTROLS INTEGRATION - COMPLETE	1	LS		\$15,000.00		\$22,500.00		\$27,063.63		\$24,250.00
31	CONSTRUCT 6" COMBINATION CURB AND GUTTER	106	LF	\$45.00	\$4,770.00	\$50.00	\$5,300.00	\$86.29	\$9,146.74	\$49.20	\$5,215.20
32	CONSTRUCT 9" CONCRETE PAVEMENT	179	SY	\$125.00	\$22,375.00	\$140.00	\$25,060.00	\$124.41	\$22,269.39	\$131.00	\$23,449.00
33	CONSTRUCT 5" THICK SIDEWALK	292	SF	\$15.00	\$4,380.00	\$10.00	\$2,920.00	\$19.80	\$5,781.60	\$8.60	\$2,511.20
34	CONSTRUCT CURB RAMP	36	SF	\$16.00	\$576.00	\$10.00	\$360.00	\$21.75	\$783.00	\$12.30	\$442.80
35	INSTALL DETECTABLE WARNING PANEL	16	SF	\$100.00	\$1,600.00	\$120.00	\$1,920.00	\$0.89	\$14.24	\$40.00	\$640.00
36	SUBGRADE PREPARATION	84	SY	\$4.00	\$336.00	\$50.00	\$4,200.00	\$64.88	\$5,449.92	\$10.25	\$861.00
37	INSTALL SODDING	84	SY	\$20.00	\$1,680.00	\$80.00	\$6,720.00	\$137.26	\$11,529.84	\$30.00	\$2,520.00
38	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B	0.5	AC	\$1,000.00	\$500.00	\$10,000.00	\$5,000.00	\$21,417.28	\$10,708.64	\$14,885.00	\$7,442.50
				TOTAL	\$661,055.00		\$796,671.00		\$811,125.57		\$1,017,535.90

*Corrected Total Price Due to Mathematical Error in Bid from Unit Price provided

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**City of Bellevue
Attn: Susan Kluthe, Clerk
1500 Wall Street
Bellevue, NE 68005**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- ~~B. List of Proposed Subcontractors;~~
- C. List of Proposed Suppliers;
- ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- F. Required Bidder Qualification Statement with supporting data; and
- ~~G. [List other documents and edit above as pertinent].~~

ARTICLE 3—BASIS OF BID—~~LUMP SUM BID AND UNIT PRICES~~

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

LINE ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS		\$30,000 ⁰⁸

2	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS		\$ 6,000 ⁰⁰
3	INSTALL SILT FENCE	100	LF	\$ 6 ⁰⁰	\$ 600 ⁰⁰
4	INSTALL INLET PROTECTION	6	EA	\$ 300 ⁰⁰	\$ 1,800 ⁰⁰
5	CLEARING AND GRUBBING - GENERAL	1	LS		\$ 6,000 ⁰⁰
6	REMOVE PAVEMENT	207	SY	\$ 35 ⁰⁰	\$ 7,245 ⁰⁰
7	RECEIVING MANHOLE LINING (48")	13	VF	\$ 500 ⁰⁰	\$ 6,500 ⁰⁰
8	EXTERNAL CHIMNEY SEAL	1	EA	\$ 750 ⁰⁰	\$ 750 ⁰⁰
9	ABANDON 8" FORCEMAIN	787	LF	\$ 3 ⁰⁰	\$ 2,361 ⁰⁰
10	RESET MANHOLE LID & FRAME	1	EA	\$ 400 ⁰⁰	\$ 400 ⁰⁰
11	REMOVE CURB	73	LF	\$ 15 ⁰⁰	\$ 1,095 ⁰⁰
12	REMOVE SIDEWALK	292	SF	\$ 10 ⁰⁰	\$ 2,920 ⁰⁰
13	REMOVE FENCE	73	LF	\$ 15 ⁰⁰	\$ 1,095 ⁰⁰
14	REMOVE & ABANDON EXISTING LIFT STATION AND CONTROLS	1	LS		\$ 19,000 ⁰⁰
15	REMOVE & REPLACE STOP SIGN	1	LS		\$ 350 ⁰⁰
16	SUBSURFACE UTILITY EXCAVATIONS	1	LS		\$ 5,000 ⁰⁰
17	INSTALL TEMPORARY BYPASS PUMPING AND APPURTENANCES	1	LS		\$ 65,000 ⁰⁰
18	INSTALL SPRAY LINING IN EXISTING 84" WETWELL	21	VF	\$ 1,000 ⁰⁰	\$ 21,000 ⁰⁰
19	CONSTRUCT 8" CERTA-LOK DR 18	74	LF	\$ 400 ⁰⁰	\$ 29,600 ⁰⁰

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20	CONSTRUCT 8" CERTA-LOK DR 18 (TRENCHLESS)	717	LF	\$ 175 ⁰⁰	\$ 125,475 ⁰⁰
21	INSTALL CERTA-LOK 45D BEND	2	EA	\$ 175 ⁰⁰	\$ 350 ⁰⁰
22	INSTALL CERTA-LOK 90D BEND	1	EA	\$ 350 ⁰⁰	\$ 350 ⁰⁰
23	INSTALL CERTA-LOK INTERNAL DROP	1	LS		\$ 2,000 ⁰⁰
24	CONNECT FORCEMAIN TO EXISTING MANHOLE	1	EA	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
25	CIPP LINE 15" SANITARY MAIN	36	LF	∅	∅
26	CONSTRUCT 7" THICK REINFORCED CONCRETE PAD	28	SY	\$ 350 ⁰⁰	\$ 9,800 ⁰⁰
27	INSTALL 60" BOLLARD	4	EA	\$ 750 ⁰⁰	\$ 3,000 ⁰⁰
28	INSTALL LIFT STATION PUMPS AND PIPING - COMPLETE	1	LS		\$ 295,000 ⁰⁰
29	INSTALL ELECTRICAL - COMPLETE	1	LS		\$ 75,000 ⁰⁰
30	CONTROLS INTEGRATION - COMPLETE	1	LS		\$ 22,500 ⁰⁰
31	CONSTRUCT 6" COMBINATION CURB AND GUTTER	106	LF	\$ 50 ⁰⁰	\$ 5,300 ⁰⁰
32	CONSTRUCT 9" CONCRETE PAVEMENT	179	SY	\$ 140 ⁰⁰	\$ 25,060 ⁰⁰
33	CONSTRUCT 5" THICK SIDEWALK	292	SF	\$ 10 ⁰⁰	\$ 2,920 ⁰⁰
34	CONSTRUCT CURB RAMP	36	SF	\$ 10 ⁰⁰	\$ 360 ⁰⁰
35	INSTALL DETECTABLE WARNING PANEL	16	SF	\$ 120 ⁰⁰	\$ 1,920 ⁰⁰
36	SUBGRADE PREPARATION	84	SY	\$ 50 ⁰⁰	\$ 4,200 ⁰⁰
37	INSTALL SODDING	84	SY	\$ 80 ⁰⁰	\$ 6,720 ⁰⁰

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38	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B	0.5	AC	\$ 10,000 ⁰⁰	\$ 5,000 ⁰⁰
TOTAL					796,671 ⁰⁰

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 DELETED

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

DELETED

~~ARTICLE 5—PRICE PLUS TIME BID~~

DELETED

~~ARTICLE 6—TIME OF COMPLETION~~

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 DELETED

6.03 DELETED

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

~~ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA~~

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	10/1/2024
2	10/22/2024
3	10/28/2024

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

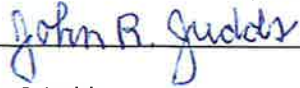
BIDDER hereby submits this Bid as set forth above:

Bidder:

Judds Bros Construction Co.

(typed or printed name of organization)

By:



(individual's signature)

Name:

John R Judds

(typed or printed)

Title:

CEO

(typed or printed)

Date:

10/30/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Kevin Steele

(typed or printed)

Title:

President

(typed or printed)

Date:

10/30/2024

(typed or printed)

Address for giving notices:

3835 N 68th Street, Lincoln NE 68507

PO Box 29229, Lincoln NE 68529

Bidder's Contact:

Name:

Kevin Steele

(typed or printed)

Title:

President

(typed or printed)

Phone:

402-610-0388

Email:

ksteele@juddsbros.com

Address:

3835 N 68th St, Lincoln NE 68507

PO Box 29229, Lincoln NE 68529

Bidder's Contractor License No.: (if applicable)

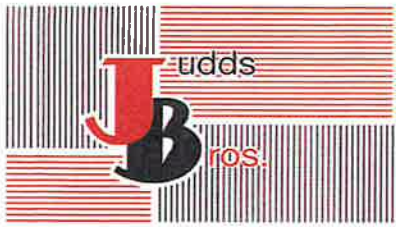
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Judds Bros. Construction Co.

3835 N. 68th Street
P.O. Box 29229
Lincoln, Nebraska 68529

Phone (402) 467-4666
FAX (402) 467-4782
www.juddsbros.com

City of Bellevue

City of Bellevue Bluff Street Lift Station Rehabilitation

Suppliers

Bert Gurney

Package Lift Station

BID BOND (PENAL SUM FORM)

Bidder Name: Judds Bros. Construction Co. Address (principal place of business): P.O. Box 29229 Lincoln, NE 68529	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Bellevue Address (principal place of business): 1500 Wall St Bellevue, NE 68005	Bid Project (name and location): City of Bellevue Bluff Street Lift Station Rehabilitation Bid Due Date: October 30, 2024
Bond Penal Sum: Five Percent of the Amount Bid 5% Date of Bond: October 30, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Judds Bros. Construction Co. <i>(Full formal name of Bidder)</i>	Surety Merchants National Bonding, Inc. <i>(Full formal name of Surety) (corporate seal)</i>
By: <u>John R. Judds</u> <i>(Signature)</i>	By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>JOHN R. JUDDS</u> <i>(Printed or typed)</i>	Name: <u>James M. King</u> <i>(Printed or typed)</i>
Title: <u>CEO</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>[Signature]</u> <i>(Signature)</i>	Attest: <u>[Signature]</u> <i>(Signature)</i>
Name: <u>KEVIN S. STEELE</u> <i>(Printed or typed)</i>	Name: <u>Kara Stege</u> <i>(Printed or typed)</i>
Title: <u>PRESIDENT</u>	Title: <u>witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

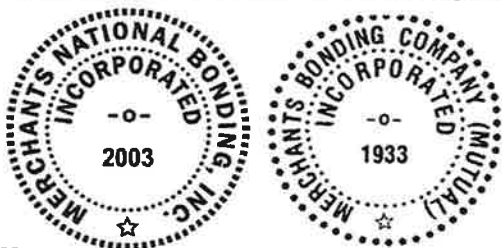
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

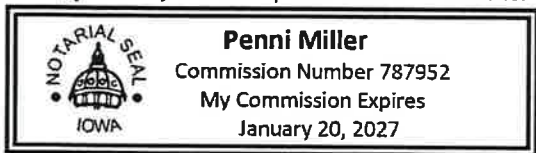


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By _____
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of October, 2024.



Secretary

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
12/17/2024

COUNCIL MEETING DATE: Dec 17, 2024		SUBMITTED BY: Public Works/Street Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of two (2) air compressors from Aspen Equipment.

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included purchase of two air compressors. The Street Department is requesting approval to purchase two units, replacing a 2004 and a 2011 compressor (St 156, St 355) based on the awarded MN CPV contract, valid through 12/31/2024.

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:

The department is recommending approval and authorization to purchase.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Aimee Butmillon*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs *BR* Street Superintendent
Subject: 2004, 2011 Air Compressors (St 156, St 355)
Date: December 2, 2024

Part of the approved FY24-25 budget and CIP included a detailed listing of all known and planned replacements for the year.

Aspen Equipment has prepared a detailed proposal to replace two of the department's aging compressors based on the current awarded MN CPV contract. The documents are included with the memo.

I would like to have these formal proposals placed on the December 17, 2024, Council agenda with a recommendation to purchase the equipment as proposed. The current CPV contract period extends only through December 31st of this year.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment

QUOTATION

22 November, 2024

ASPEN EQUIPMENT COMPANY - P185

QUOTATION : EQT004377

CITY OF BELLEVUE

ATTN: ACCOUNTS PAYABLE, BELLEVUE
NE 68005, US

CUSTOMER CONTACT

ASPEN EQUIPMENT COMPANY

11475 S 153rd St
Omaha NE 68138-4406



QUOTATION NO EQT004377	DATE 11-18-2024
PAYMENT TERMS NET 30 DAYS	

ASPEN EQUIPMENT COMPANY
 11475 S 153rd St
 Omaha NE 68138-4406
 402-894-9300

CUSTOMER NO BP0009075
CUSTOMER PO

EQUIPMENT SALES QUOTATION

INVOICE TO:

CITY OF BELLEVUE
 ATTN: ACCOUNTS PAYABLE
 1500 WALL STREET
 BELLEVUE NE 68005

SHIP TO:

ASPEN EQUIPMENT COMPANY
 11475 S 153rd St
 Omaha NE 68138-4406

SALESMAN : DAVID PHILLIPS	DELIVERY TERMS : EX-WORKS
QUOTATION GOOD THRU : 12-18-2024	

UNIT	QTY	UNIT PRICE	TOTAL
DOOSAN PA185 TOWABLE COMPRESSOR - NO TOOLS IR-AIR MODEL:P185	1	28,396.00	28,396.00
1 Model Number Changes to PA185WDO-T4F - Refer to brochure for specs 1.1 Make & Model Doosan P185/HP150 WDO (PCD 74910) - Discounted to \$27,306 (normally \$30,306) 1.1.1 CFM Free Air 185 CFM 1.1.2 Rated operating pressure 80-150 PSI 1.1.3 RV Plug and wiring See options 1.1.4 Compressor air filter Dry single stage 1.1.5 Engine type/Make/Model/HP Doosan D24, 49Bhp 1.1.6 Engine filter type Dry single stage 1.1.7 Engine to compressor coupling flexible 1.1.8 Battery and electrical system 12V 1.1.9 Control panel Full engine with gauge package 1.1.10 Locking features Lockable cabinets 1.1.11 Trailer tracking width 60" 1.1.12 Trailer tire size and type 15" radial 1.1.13 Trailer tongue hitch type Pintle eye 1.1.14 Trailer jack stand Tongue mounted adjustable 1.1.15 Trailer electrical plug-in-type See options 1.1.16 Weight 2269 Lbs dry / 2477Lbs working 1.1.17 Warranty 1 year / 2 year airend / 5 year limited components* 1 Pre-Service Compressor Preparation for Use (STD Included in Base Compressor Price) - \$1,027 9 1.10.2 Delivery price per loaded mile - \$63 1 State Contract Air Compressors - State Contract C# 230096 Valid Through 12/31/2024			



QUOTATION NO EQT004377	DATE 11-18-2024
PAYMENT TERMS NET 30 DAYS	

ASPEN EQUIPMENT COMPANY
 11475 S 153rd St
 Omaha NE 68138-4406
 402-894-9300

CUSTOMER NO BP0009075
CUSTOMER PO

EQUIPMENT SALES QUOTATION

TOTAL PURCHASE	28,396.00
TOTAL AMOUNT (USD)	28,396.00

All equipment subject to availability and prior sale or rental. Quoted price does not include applicable sales tax or fees. Prices are valid for 30 days. Until a firm {signed and accepted} order is placed, Manufacturer price changes may increase these prices without notice.

THANK YOU FOR YOUR BUSINESS

 CUSTOMER NAME PRINTED

 CUSTOMER SIGNATURE

 DATE

 CUSTOMER PO

 BRANCH MANAGER PRINTED NAME

 BRANCH MANAGER SIGNATURE

 DATE



A division of MGX Equipment Services, LLC

QUOTATION NO EQT004377	DATE 11-18-2024
PAYMENT TERMS NET 30 DAYS	

ASPEN EQUIPMENT COMPANY
11475 S 153rd St
Omaha NE 68138-4406
402-894-9300

CUSTOMER NO BP0009075
CUSTOMER PO

EQUIPMENT SALES QUOTATION

ASPEN EQUIPMENT, A DIVISION OF MGX EQUIPMENT SERVICES, LLC - TERMS AND CONDITIONS OF SALE

- Offer, Governing Provisions, Cancellation and Termination.** This document is an offer or counter-offer by ASPEN EQUIPMENT, A DIVISION OF MGX EQUIPMENT SERVICES, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"), it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall obligate Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.
- Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.
- Credit Approval; Payment Terms.** All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.
- Taxes and Other Charges.** Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.
- Security Interest.** Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.
- Delivery, Claims and Force Majeure.** Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Seller shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.
- Retention of title.** Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.
- Work by Others; Safety Devices.** Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.
- Warranties.** The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.
- LIMITATION OF LIABILITY.** SELLER'S LIABILITY WITH RESPECT TO THE GOODS OR SERVICES SOLD HEREUNDER SHALL BE LIMITED TO THE WARRANTY PROVIDED IN SECTION 9 OF THESE TERMS AND CONDITIONS AND, WITH RESPECT TO ANY OTHER THEORY OF ITS CONTRACT WITH BUYER, SHALL BE LIMITED TO THE CONTRACT PRICE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS OR SERVICES SOLD BY SELLER, INCLUDING, WITHOUT LIMITATION, THE SALE OF GOODS MODIFIED AT THE REQUEST OF BUYER, OR ANY UNREASONABLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DOWN-TIME, LOST GOOD WILL, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES.
- Installation.** If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.
- Assignment.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.
- No Waiver.** No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.
- Cost of Collection.** In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.
- Insurance.** Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer risks within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.
- Second-hand or used Goods.** If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.
- Services.** The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods; (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.
- Compliance.** Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.
- Government Contracts.** Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

V012023



Bid Specifications: PA185WDO-T4F

MANUFACTURER	BOBCAT COMPANY
BRAND	BOBCAT
MODEL	PA185WDO-T4F
ENGINE	TIER 4 FINAL
COMPRESSOR ROTARY SCREW/SINGLE-STAGE	PA185
Rated Free-Air Delivery – cfm (m3/min)	185 (5.2)
Rated Operating Pressure – psig (bar)	100 (6.9)
Pressure Range – psig (bar)	80 - 100 (5.5 - 6.9)
Air Discharge Outlet NPT Size – in (mm)	0.75 (19)
Air Discharge Outlet Quantity	2
Separator Tank Volume (gal/l)	5.25 (19.87)
Oil Capacity (gal/l)	3.5 (13.24)
ENGINE	
Make/Model	Doosan D18
Emissions Tier Level	Tier 4 Final (T4F)
Number of Cylinders	3
Cylinder Bore (in/mm)	3.5 (90)
Cylinder Stroke (in/mm)	3.7 (94)
Displacement – cu in (L)	110 (1.8)
Rated Speed – rpm	2600
Idle Speed – rpm	1700
Bhp @ Rated Speed (kW)	49 (36.6)
Fuel / Cooling	Diesel / Water
Engine Oil Capacity (gal/l)	1.7 (6.4)
Radiator Coolant Capacity (gal/l)	2.4 (9.0)
Electrical – volts	12
Fuel Consumption 100% Rated Load (GPH/LPH)	2.7
Fuel Tank Capacity (gal/l)	34.5 (130.6)
Hours of Operation @ Full Rated Load	12.6
Altitude Capability	15,000 feet
Rated Limiting Ambient Temperature Range (LAT)	10°F – 120°F (-10°F w/ cold weather options)



DIMENSIONS WITH RUNNING GEAR	
Length – in (mm)	137.4 (3490)
Width – in (mm)	68.5 (1740)
Height – in (mm)	67.5 (1715)
Track Width – in (mm)	60 (1524)
Tire Size – in	13
Shipping Weight – w/o fuel – lb (kg)	2120 (962)
Working Weight – w fuel – lb (kg)	2359 (1070)
DIMENSIONS WITHOUT RUNNING GEAR	
Length – in (mm)	86.7 (2202)
Width – in (mm)	52.3 (1328)
Height – in (mm)	57.8 (1468)
Shipping Weight – w/o fuel – lb (kg)	1905 (864)
Working Weight – w fuel – lb (kg)	2144 (972)

STANDARD FEATURES

PACKAGE

- Instrument and control panel with lockable door, front mounted.
- Shock mounted engine and compressor.
- Lockable composite canopy pneumatic lift springs (service/maintenance position – fully open).
- Rear access panel for cleaning heat exchangers.
- Heavy-duty independent rubber torsion suspension axle with high ground clearance and 13" wheels.
- E-Z lube axle-bearing fittings.
- Detachable drawbar.
- Drawbar with safety chains and hooks.
- 3 position adjustable height hitch-pintle eye type; (3" inside diameter).
- Retractable heavy-duty screw jack with caster wheel.
- Removable resilient polyethylene fenders.
- Trailer running gear, 2 tail lights for running, brake, and turn signals; plus 4-wire cable, side marker lights, reflectors, and license plate light to comply with US DOT/Federal MVSS 49CFR571.
- Durable composite material end panels.
- Single point, external lifting bail.
- Large interior tool box (61" long x 10"wide x 14" deep).
- Engine mounted pusher fan (cool box).
- Co-flow exhaust pipe (raked exit exhaust pipe)
- The air service valves shall be (2) 3/4" (1/4 turn).

COMPRESSOR

- The compressor type shall be a single stage, oil flooded, asymmetrical rotary screw.
- Two-stage, heavy duty, dry type air cleaner with replaceable element located inside the enclosure.
- 25-micron spin-on oil filter element.



Bid Specifications: PA185WDO-T4F

- Oil separation system: Two-stage system with remote, no-spill, spin-on separator element and vertical tank with sight gauge and over-fill protection.
- Air-to-oil finned tube oil cooler.
- Engine direct driven flexible coupling.
- Two-year or 4000-hour warranty. Five years or 10,000-hour warranty available when Bobcat fluids and filters are used.

SAFETY

- Starter protection prevents engagement while alternator is turning.
- Automatic safety shutdowns: high discharge air temperature, low engine oil pressure, high engine coolant temperature, and low engine speed.
- Manual and automatic blowdown valves.
- Minimum pressure device.
- ASME safety relief valve.
- Fan guard meets OSHA requirements.
- Towing safety chains with safety hooks.
- Trailer and lighting comply with US DOT/Federal MVSS 49CFR571.
- Operating and maintenance manuals.
- Operating and safety decals.

ENGINE

- Two-stage, heavy duty, dry type air cleaner with replaceable element located inside the enclosure.
- Oil drain access cover.
- Glow-plug preheat system for cold weather starting.
- Fuel/water separator with electronic detection and fault code.
- Electric starting system with 700 CCA battery.

PERFORMANCE

- The rated free air delivery shall be 185 cfm
- The rated operating pressure shall be 100 psig
- The machine pressure range shall be 80-100 psig

INSTRUMENT AND CONTROLS

- Large 3.5" digital hour meter.
- CAN driven digital display screen with up/down scroll button control that shows the following:
 - Engine RPM (Default Screen)
 - Ambient Temperature
 - Airend discharge Temperature
 - Separator Tank Temperature
 - Coolant Temperature
 - Manifold Temperature
 - Percent Load
 - Engine Target RPM
 - Manifold Pressure
 - Engine Oil Pressure
 - Regulation System Pressure
 - Ambient Pressure
 - Battery Voltage
 - Diagnostic fault codes with text for trouble shooting
 - Fuel Level Percentage Option (Becomes Default Screen when fuel sender is plugged in)

- Convenient start-up controls with unloaded warm up and momentary switch starting

SAFETY FEATURES:

- The compressor unit shall incorporate the following features to ensure operator safety and to protect the equipment: fan guards meeting OSHA recommendations, operating and maintenance manuals in accordance with ANSI Z535.6-2011, and operating and safety decals in accordance with ANSI Z535.4-2011, automatic and manual blowdown valves, an ASME approved pressure relief valve on the oil separator tank, a starter protection system to prevent cranking of the engine starter when the alternator is turning, safety shutdown devices in case of high compressor discharge air temperature, low engine oil pressure, high engine coolant temperature, low fuel level (if optional fuel level sensor is equipped), and low engine speed.

WARRANTY¹:

- The air compressor package shall be warranted to be free of defects in material and workmanship on all components for a period of one year or 3000 operating hours, whichever occurs first. Engine, tires and battery carry the manufacturer's warranty. The airend shall be warranted for two years or 4000 hours, whichever occurs first.



Bobcat reserves the right to limit quantities, alter lead times or cancel models without prior notice or obligation. Nothing contained in this brochure intended to extend any warranty or representation, expressed or implied, regarding the product described herein. Any such warranties or other terms and conditions of sale shall be in accordance with standard Bobcat terms and conditions of sale for such products, which are available upon request. Specifications in this brochure are subject to change without notice.

¹ Optional five year / 10,000 hour extended powertrain warranty available (see sales representative for details)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
12/17/2024

COUNCIL MEETING DATE: Dec 17, 2024		SUBMITTED BY: Public Works/Street Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of two (2) brine production systems from Dultmeier Sales.

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included replacement of two 20+ year-old brine production systems. The Street Department is requesting approval to purchase two DUBPS3000-SS units, replacing the District 1 and District 2 equipment, based on the Dultmeier awarded NE contract, 15618 OC, valid through 01/12/2025.

FISCAL IMPACT: \$153,800.00 BUDGETED FUNDS: Y GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: State of Nebraska Contract 15618 OC

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE: 01/12/2025

PROJECT NAME: CIPST25(10) - Operations, Equipment

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

CIP PROJECT NAME: CIPST25(10) - Operations, Equipment CIP PROJECT NUMBER: CIPST25(10)

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

ACCOUNTING DISTRIBUTION CODE: 7100.15 ACCOUNT NUMBER: 7100 - Equipment

RECOMMENDATION:

The department is recommending approval and authorization to purchase.

ATTACHMENTS:

- 20241122_115040
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Pantillon
[Signature]
[Signature]



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs  Street Superintendent
Subject: Brine System Replacements – Dist 1, Dist 2 Yards
Date: December 2, 2024

Part of the approved FY24-25 budget and CIP included a detailed listing of all known and planned replacements for the year.

Dultmeier Sales has prepared a detailed proposal to replace two of the department's aging brine production systems based on the current awarded NE State Contract. The documents are included with the memo. Both systems are 20+ years-old and are a critical part of snow removal operations in the winter.

I would like to have these formal proposals placed on the December 17, 2024, Council agenda with a recommendation to purchase the equipment as proposed. The current NE contract period extends only through Jan 12, 2025.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment



Dultmeier Sales LLC
PO Box 45565 • Omaha, Nebraska 68145-0565
Phone: (800) 228-9666 • Fax: (402) 333-5546
email: dultmeier@dultmeier.com • website: dultmeier.com

November 22, 2024

Bobby Riggs, Street Supt.

City of Bellevue

1500 Wall St.

Bellevue, NE 68005

Bobby: Please see the following equipment and quoted prices (delivered pricing):

DUBPS3000-SS: Easy Cleanout Stainless Brine Production System:

2 Each X \$74,000 Each = \$148,000

DUBPS-TOPSKIRT-KIT: Stainless Top Skirt Kit (Optional Accessory Item):

2 Each X \$2,900 Each = \$5,800

The DUBPS3000-SS is on State of Nebraska Contract 15618 OC (Good thru at least Jan 12, 2025 and they do allow other cities & counties to purchase off of this contract)

This pricing is good for a purchase order placed by Jan 31, 2025. If you have any questions, please contact me and we look forward to serving you.


Tom Hansen

Deice Division Leader

Dultmeier Sales

Cell: 402-630-8756

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
12/17/2024

COUNCIL MEETING DATE: December 17, 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 Overlay Projects (BPW-240103)

SYNOPSIS/BACKGROUND:

On April 16, 2024 the Honorable Mayor and City Council approved the 2024 Overlay Projects with an original estimated cost of \$1,282,403.20. The final cost of the project is \$1,298,052.58, which is an overrun of \$15,649.38.

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:

\$65,871.15
Approve final payment application in the amount of ~~\$66,679.13~~ Approve final change order in the amount of \$15,649.38 to account for the contract overrun. Approve project as substantially complete and accept final project quantities.

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="Final progress estimate"/> | 2. <input type="text" value="Final change order"/> | 3. <input type="text" value="Certificate of Substantial Completion"/> |
| 4. <input type="text" value="Certificate of Acceptance"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

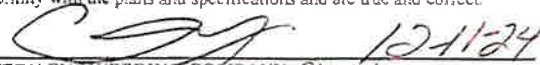


FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Chimene Bortillon
[Signature]
[Signature]

Project Description: 2024 City Overlay Projects	Period Ending: November 23, 2024
Owner: City of Bellevue 1500 Wall Street Bellevue NE 68005	Contractor: WESTERN ENGINEERING COMPANY P.O. BOX 350 HARLAN, IOWA 51537
Date of Estimate: December 5, 2024	
Percent Completion: 97.61% Current Contract Amt: \$1,329,788.56 Estimated Completion: 11/14/2024	

Item No.	Description	Unit	Unit Price (\$)	Quantities			Amount (\$)
				Contract	Actual	%	
					To Date		
1.	PERFORM 1" COLD PLANING - ASPHALT	SY	\$3.15	4,328.00	3,593.11	83%	11,318.30
2.	PERFORM 2" COLD PLANING - ASPHALT	SY	\$3.50	11,170.00	11,588.99	104%	40,561.47
3.	PERFORM 2" COLD PLANING - CONCRETE	SY	\$3.75	27,648.00	25,923.45	94%	97,212.94
4.	REMOVE SIDEWALK	SF	\$1.80	6,075.00	6,233.00	103%	11,219.40
5.	CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR (PG 64-34)	TON	\$103.00	5,907.00	5,489.00	93%	565,367.00
6.	CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)	TON	\$120.00	300.00	178.56	60%	21,427.20
7.	CONSTRUCT CONCRETE BASE REPAIR (TYPE OPW 4000)	SY	\$92.00	1,535.00	2,250.73	147%	207,067.16
8.	ADJUST UTILITY VALVE TO GRADE	EA	\$360.00	3.00	6.00	200%	2,160.00
9.	CONSTRUCT 4-INCH PCC SIDEWALK	SF	\$8.80	6,075.00	5,010.00	82%	44,088.00
10.	CONSTRUCT 6-INCH PCC SIDEWALK	SF	\$10.50	110.00	1,169.00	1063%	12,274.50
11.	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	SF	\$15.75	256.00	412.00	161%	6,489.00
12.	CONSTRUCT CURB RAMP	SF	\$29.00	1,272.00	1,135.00	89%	32,915.00
13.	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY - FOR INFORMATION ONLY)	SF	\$0.00	424.00	344.00	81%	0.00
14.	CONSTRUCT SEGMENTAL RETAINING WALL	SF	\$61.00	100.00	65.75	66%	4,010.75
15.	ADJUST MANHOLE TO GRADE	EA	\$540.00	65.00	69.00	106%	37,260.00
16.	INSTALL SEEDING (SUBSIDIARY - FOR INFORMATION ONLY)	SY	\$0.00	628.00	0.00	0%	0.00
17.	INSTALL SEEDING (AUTHORIZED)	SY	\$4.00	50.00	0.00	0%	0.00
18.	INSTALL SODDING (SUBSIDIARY - FOR INFORMATION ONLY)	SY	\$0.00	60.00	0.00	0%	0.00
19.	INSTALL SODDING (AUTHORIZED)	SY	\$7.00	20.00	0.00	0%	0.00
20.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	\$8,000.00	1.00	1.00	100%	8,000.00
21.	REPAIR CURB AND GUTTER	LF	\$41.00	1,504.00	1,309.00	87%	53,669.00
22.	REPAIR DRIVEWAY	SY	\$85.00	250.00	9.50	4%	807.50
23.	ADJUST INLET TO GRADE	EA	\$715.00	70.00	68.00	97%	48,620.00
24.	RECONSTRUCT INLET	EA	\$5,200.00	1.00	1.00	100%	5,200.00
25.	REMOVE AND REPLACE PRECAST INLET TOP	EA	\$3,100.00	6.00	5.00	83%	15,500.00
26.	MOBILIZATION/DEMOBILIZATION	LS	\$25,000.00	1.00	1.00	100%	25,000.00
27.	TOWING	HR	\$250.00	6.00	2.00	33%	500.00
28.	REPAIR BROKEN STORM SEWER @ BRYAN AVE & JANAN DR	LS	\$19,971.41	1.00	1.00	100%	19,971.41
29.	REMOVE & REPLACE UNSUITABLE SUBGRADE MATERIAL KINGS DR	LS	\$17,294.63	1.00	1.00	100%	17,294.63
30.	INSTALL STEEL PIPE RAILING AT EMERGENCY EXIT FOR 702 FT CROOK RD S	LS	\$10,119.32	1.00	1.00	100%	10,119.32

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.  WESTERN ENGINEERING COMPANY <i>Chad Lyon</i> Date <u>12-11-24</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Total Amount Completed Work to Date:</td> <td style="text-align: right;">\$1,298,052.58</td> </tr> <tr> <td>Less Amount Retained (5%):</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Less Previous Payments to Contractor:</td> <td style="text-align: right;">\$1,232,181.43</td> </tr> <tr> <td>Total Amount Now Due Contractor:</td> <td style="text-align: right;">\$65,871.15</td> </tr> <tr> <td colspan="2">Breakdown of Materials Delivered</td> </tr> </table>	Total Amount Completed Work to Date:	\$1,298,052.58	Less Amount Retained (5%):	\$0.00	Less Previous Payments to Contractor:	\$1,232,181.43	Total Amount Now Due Contractor:	\$65,871.15	Breakdown of Materials Delivered	
Total Amount Completed Work to Date:	\$1,298,052.58										
Less Amount Retained (5%):	\$0.00										
Less Previous Payments to Contractor:	\$1,232,181.43										
Total Amount Now Due Contractor:	\$65,871.15										
Breakdown of Materials Delivered											
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.  City of Bellevue Date <u>12/11/24</u>	 Nevada Hoeller 12/11/24										

WORK CHANGE DIRECTIVE

No. Final

DATE OF ISSUANCE 12/17/2024

EFFECTIVE DATE 12/17/2024

OWNER	<u>City of Bellevue</u>
CONTRACTOR	<u>Western Engineering</u>
Contract:	<u>April 16, 2024</u>
Project:	<u>2024 Overlay Projects</u>
OWNER'S Contract No. <u>N/A</u>	ENGINEER'S Project No. <u>BPW-240103</u>

You are directed to proceed promptly with the following change(s):

Description: **Final change order to balance quantities.**

Purpose of Work Change Directive: **The purpose of this change order is to balance final quantity overruns and underruns for this contract. Asphalt overlay and related street repairs were performed as deemed necessary based on conditions observed in the field and marked by the engineer. The net increase of \$15,649.38 is necessary to balance the contract based on actual quantities as field measured.**

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: **\$15,649.38**
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:
Western Engineering
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By: *Alec W. Fisher*
Alec W. Fisher CPE

By:

Certificate of Substantial Completion

Project: 2024 Overlay Projects	Owner: City of Bellevue	Owner's Contract No.:
Contract:		Date of Contract: April 16, 2024
Contractor: Western Engineering		Engineer's Project No.: BPW-240103

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents
 The following specified portions:

October 15, 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

	12/16/2024
Executed by Engineer	Date
	12/16/2024
Accepted by Contractor	Date
_____	_____
Accepted by Owner	Date



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: 2024 Overlay Projects
Project Location: Various Locations
BPW Project No. BPW-240103
Contractor: Western Engineering
Final Completion Date: December 5, 2024
Bid Amount: \$1,282,403.20
Total Completion Cost: \$1,298,052.58

CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike
Chairperson and Members of City Council
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as 2024 Overlay Projects has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

David Goedeken
Public Works Director

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
12/17/2024

COUNCIL MEETING DATE: December 17, 2024		SUBMITTED BY: Dave 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:

2023-2024 City of Bellevue Bridge Inspection Agreement Amendment No. 1 - Fort Crook Road Bridges

SYNOPSIS/BACKGROUND:

HGM Associates, Inc. will perform additional in depth inspection of the Fort Crook Road Bridges (NB and SB), that are not included in the original agreement on October 6, 2023. The bridge is currently closed as result of a critical finding of the southbound bridge, and this in-depth inspection will determine the condition of all bridge elements.

FISCAL IMPACT: \$24,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HGM Associates, Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2023-2024 City of Bellevue Bridge Inspections		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7050	ACCOUNT NUMBER: 10-10	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates, Inc. in an amount not to exceed \$24,000 for the 2023-2024 City of Bellevue Bridge Inspection, Amendment No. 1 - In-Depth Inspection of Fort Crook Road Bridges.

ATTACHMENTS:

1. Proposal
2. Critical Finding Report
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



December 9, 2024

Mr. David Goedecken, P.E.
Public Works Director
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: 2023- 2024 City of Bellevue Bridge Inspection
Amendment 1 – In-Depth Inspection of Fort Crook Road Bridges
HGM Proposal No. 000723-139

Dear Dave:

On behalf of HGM ASSOCIATES INC. (HGM), this letter describes additional services that are not included in the original agreement. HGM received notice to proceed for the original agreement on October 6, 2023.

The services not included in the original agreement include:

1. In depth inspection of the Fort Crook Road Bridges (NB and SB) using an under bridge inspection truck (snooper) to provide an arm's length inspection of the pier caps under each of the open joints on the bridge. The bridge is currently closed as the result of a critical finding report at Pier 6, and this in-depth inspection will determine the condition of the other piers with similar open joints.
2. Preparation of a report of the in-depth inspection findings that may be used to assess the extent of deterioration as needed for preparing repair plans for the structure.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$24,000. The bridges may be contracted separately for a cost equal to one half of the total for each bridge. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule. This cost does not include the cost of renting the snooper truck, that cost is unknown at the time of this amendment. HGM will assist the City with arranging a snooper vehicle, possibly from the City of Omaha.

Mr. David Goedecken, P.E.

December 9, 2024

Page 2 of 2

We will be prepared to perform the inspection within the month of January 2025. The exact start date is unknown due to the unknown status of the snoopers rental, but it is our expectation that we will be able to arrange a truck during the first half of January. We estimate that all inspection work can then be completed within a week of beginning the inspection, and that the report will be finalized within two weeks following the completion of the inspection. If at any time we are delayed in the performance of these services, we will notify you immediately.

Please indicate your acceptance of this amendment 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

Critical Finding Report

Part I (To be completed by inspector within 48 hours)

NBI Structure No. U0023004324P	County: Sarpy	Structure Type: 402	Roadway Carried: S.B. Fort Crook Road	Feature Intersected: UPRR/BNSF/Papio Crk
Date Finding Discovered: 11/11/24	Finding Inspected By: (Print Name) Greg Green	Inspector's ID Number: GG0960EL	Inspector's Employer: HGM Associates Inc.	
Finding Discovered During: <input type="checkbox"/> Scheduled Inspection <input type="checkbox"/> Load Rating <input checked="" type="checkbox"/> Other <u>Inspecting Adjacent Bridge</u>				
Description of Critical Finding: (Attach Photos) Loss of concrete under the bearings of Girder #5, #6, and #7 from the step on the far side of Pier #6 has caused the beams to drop; causing the deck to drop 7" in the median at the east edge of the bridge, 2 1/2" at the curb, to 0" at the west edge of the east lane.				
Immediate Action Recommended: <input type="checkbox"/> Close Bridge <input checked="" type="checkbox"/> Close Lane(s) <input type="checkbox"/> Other _____				
Copy of Part I sent to: <input checked="" type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input checked="" type="checkbox"/> Other <u>Bellevue Public Works</u>				

Part II (Initial Report to be completed by Bridge Owner within 3 months.)

Part II Submitted By: (Print Name)	Job Title:	Date Part II Submitted:
Immediate Action Taken: <input type="checkbox"/> Close Bridge <input checked="" type="checkbox"/> Close Lane(s) <input type="checkbox"/> Other _____		
Owner's Anticipated Plan for the Bridge: (Repair, Replace, Remove, Permanently Close, Load Post, etc.)		
Copy of Part II sent to: <input type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input type="checkbox"/> Other _____		

Part III (Final action taken, or status update every 12 months by bridge owner.)

Part III Submitted By: (Print Name)	Job Title:	Date Part III Submitted:
Note: Before a closed bridge may be reopened to traffic, if the repairs are NOT in-kind, a licensed engineer must approve any structural repairs, the bridge must be load rated and the bridge must be re-inspected. In-Kind repair: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Description of Final Action Taken: (Attach Photos, Plans, etc.)		
Copy of Part III sent to: <input type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input type="checkbox"/> Other _____		

Part IV (To be completed by bridge owner – If structural repairs were made to correct the critical finding)

Repair Plans Approved By: (Print Licensed Engineer's Name and Company)		Load Rated By: (Print Licensed Engineer's Name and Company)		
Date Repairs Completed:	Follow-up Inspection Date:	Follow-up Inspection By: (Print Name)	Inspector's ID No.:	Inspector's Employer:
Copy of Part IV sent to: <input type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input type="checkbox"/> Other _____				

Sta. 106+36.5



Deck has dropped 7" at the east edge.



Deck has dropped 2.5" at the east curb.

Sta. 106+36.5



The SE corner of Span #7 has dropped above Pier #6.



The east lane has dropped 2.5" at the curb and 0" at the west edge of the lane.

Sta. 106+36.5



Looking south across Span #7 on the median.



Far side of Pier #6 Cap.

Sta. 106+36.5



East end of Pier #6 cap.



Spalling on the far side of Pier #6 cap under Girder #7.

Sta. 106+36.5



Spalling on the far side of Pier #6 cap under Girder #6.



Spalling on the far side of Pier #6 cap under Girder #5.

Sta. 106+36.5



Cracking on the far side of Pier #6 cap under Girder #4.



Cracking on the far side of Pier #6 cap under Girder #3.

Sta. 106+36.5



Cracking on the far side of Pier #6 cap under Girder # 2 and #1.



Diaphragm between Girder #5 and #6 appears to be bending near Girder #6 above Pier

Nebraska Department of Transportation
Critical Finding Report

Part I (To be completed by inspector within 48 hours)

NBI Structure No. U0023004324P	County: Sarpy	Structure Type: 402	Roadway Carried: S.B. Fort Crook Road	Feature Intersected: UPRR/BNSF/Papio Crk
Date Finding Discovered: 11/14/24	Finding Inspected By: <i>(Print Name)</i> Payton Seager, PE		Inspector's ID Number: PS2475	Inspector's Employer: HGM Associates Inc.
Finding Discovered During: <input type="checkbox"/> Scheduled Inspection <input type="checkbox"/> Load Rating <input checked="" type="checkbox"/> Other <u>Inspecting Adjacent Bridge</u>				
Description of Critical Finding: <i>(Attach Photos)</i> CFR Dated 11/11/24 indicated loss of concrete under the bearings of Girder #5, #6, and #7 from the step on the far side of Pier #6. Immediate action was to close the inside lane supported by girders #5 and #6. Further investigation indicates no reinforcement in the girder step supporting the simple spans at Piers #6 and #8. Concern for potential of the simple spans to lose bearing and drop from the pier has prompted closure of the bridge.				
Immediate Action Recommended: <input checked="" type="checkbox"/> Close Bridge <input type="checkbox"/> Close Lane(s) <input type="checkbox"/> Other _____				
Copy of Part I sent to: <input checked="" type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input checked="" type="checkbox"/> Other <u>Bellevue Public Works</u>				

Part II (Initial Report to be completed by Bridge Owner within 3 months.)

Part II Submitted By: <i>(Print Name)</i> Steve Moffitt, HGM Associates Inc.	Job Title: Inspection Team Leader/Program Manager	Date Part II Submitted: 11/14/24
Immediate Action Taken: <input checked="" type="checkbox"/> Close Bridge <input type="checkbox"/> Close Lane(s) <input type="checkbox"/> Other _____		
Owner's Anticipated Plan for the Bridge: <i>(Repair, Replace, Remove, Permanently Close, Load Post, etc.)</i> Plan submitted on behalf of the City of Bellevue by HGM Associates Inc. Immediate plan is to conduct an in-depth inspection of the SB bridge using a manlift or snooper so piers can be inspected at arms length. Inspection will concentrate on piers supporting simple spans, but will include a look at all piers. Outcome of inspection will determine if bridge can be re-opened prior to repair work or if bridge should remain closed until repair work is completed.		
Copy of Part II sent to: <input checked="" type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input checked="" type="checkbox"/> Other <u>Bellevue Public Works</u>		

Part III (Final action taken, or status update every 12 months by bridge owner.)

Part III Submitted By: <i>(Print Name)</i>	Job Title:	Date Part III Submitted:
Note: Before a closed bridge may be reopened to traffic, if the repairs are NOT in-kind, a licensed engineer must approve any structural repairs, the bridge must be load rated and the bridge must be re-inspected. In-Kind repair: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Description of Final Action Taken: <i>(Attach Photos, Plans, etc.)</i>		
Copy of Part III sent to: <input type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input type="checkbox"/> Other _____		

Part IV (To be completed by bridge owner – If structural repairs were made to correct the critical finding)

Repair Plans Approved By: <i>(Print Licensed Engineer's Name and Company)</i>	Load Rated By: <i>(Print Licensed Engineer's Name and Company)</i>			
Date Repairs Completed:	Follow-up Inspection Date:	Follow-up Inspection By: <i>(Print Name)</i>	Inspector's ID No.:	Inspector's Employer:
Copy of Part IV sent to: <input type="checkbox"/> NDOT - Bridge <input type="checkbox"/> District Engineer <input type="checkbox"/> Hwy. Supt. <input type="checkbox"/> Other _____				



Median view looking S. Note differential settlement at the joint in the background, this is the joint at Pier #6.



Differential settlement at the E end of the median joint at Pier #6.



Differential settlement at the W end of the median joint at Pier #6



N face of Pier #6 looking SW. Girder #7 is in the foreground, Girder #1 is in the background.



S face of Pier # 6. Girder #1 is left, girder #7 is right. Note staining from leaking joint at this pier.



N face of Pier #6. Closeup of bearing area for Girder #7.



End view of E end of Pier #6 cap. The higher step on the right side of the cap supports the simple span girder in Span #7. The step is broken and there is no reinforcement tying the step to the pier cap.



N face of Pier #6 at Girder # 6.



N face of Pier #6 at Girder #5.



N face of Pier #6 at Girder #4.



N face of Pier #6 at Girder #3.



N face of Pier #6 at Girders #2 and #1.



N face of Pier #6 at Girder #5. This is in the center of the inside traffic lane. Note the difference in staining between the upper portion of the spall and the lower portion. Also note the movement of the upper spall, translating N.



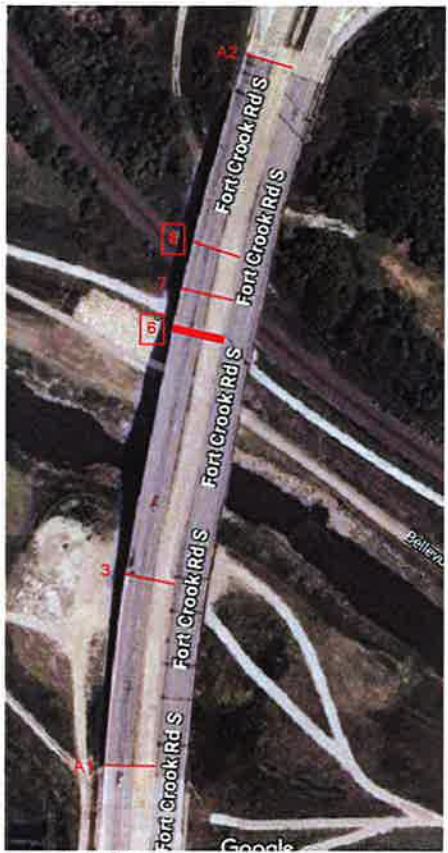
Pier #6, view of cap from the top looking W. Note large longitudinal crack in the unreinforced step for the simple span girders.



Pier #6, Girder #7 bearing area after unsound concrete is cleared away. No sound bearing material remains.



Pier #6, Girder #7 bearing area looking NW after unsound concrete is cleared away. No sound bearing material remains.



Pier locations. Heavy red line indicates Pier #6, the subject of this CFR.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/24		SUBMITTED BY: Human Services	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

To approve the agreement with NDOT to accept monthly reimbursement funds for expenses associated with the operating the Specialized Transportation Service up to \$161,323.00 for FY 24/25

SYNOPSIS/BACKGROUND:

Agreement with the Nebraska Department of Transportation to receive reimbursement of funds for operational expenses of the Specialized Transportation Service up to a maximum amount of \$161,323.00, in FY 24/25

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the NE Transportation Assistance Agreement with NDOT.

ATTACHMENTS:

1. <input type="text" value="Transportation Assistance 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:





AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Bellevue, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2024 until June 30, 2025.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

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

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department.

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

Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3 AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2024 until June 30, 2025.

Section 4 FUNDING

The Department's share shall not exceed State funds of \$161,323. or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

Section 5 PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

Section 6 PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third-party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15th following the close of the Agreement performance term. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Per these terms, the Department will make every reasonable effort to provide payment to the Contractor within (30) calendar days.

Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly

authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13 PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14 NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15 CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16 INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

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

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor on _____

CITY OF BELLEVUE

BY _____

TITLE _____

EXECUTED by the Department on _____

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

Jodi Gibson, Manager
Local Assistance Division

EXHIBIT A

NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16m.
12/17/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2024		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Demo proposal for 3605 Harrison Street, Bellevue, NE 68147, LEGAL: 1/2 VAC ALLEY ADJ & W 24' LOT 1 & LOT 2A, BLOCK 1, GOOD LUCK ADDITION.

SYNOPSIS/BACKGROUND:

A resolution was passed by Bellevue City Council ordering the structure located at 3605 Harrison Street to be torn down and the debris removed.

FISCAL IMPACT:: \$12,823.00 BUDGETED FUNDS?: yes 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:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structure located at 3605 Harrison Street Bellevue, NE 68147. This proposal includes demo of the structure, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded, and safe condition.

ATTACHMENTS:

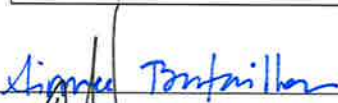


1. Proposal #1 Big A Demo	2. Proposal #2 Christensen Excavating	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

#1

ESTIMATE

Big A Demo & Excavating
1802 Mason St
Omaha, NE 68108-3126

mike@bigademolition.com
+1 (402) 210-5422
bigademolition.com



Bill to

Mike Christensen
City of Bellevue NE

Ship to

Mike Christensen
City of Bellevue NE

Estimate details

Estimate no.: 1051
Estimate date: 12/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/10/2024	Demo & Excavating	Demolition, Disconnects, Asbestos Backfill, At 1010 Bea Circle	1	\$13,751.00	\$13,751.00
2.	12/10/2024	Demo & Excavating	Demolition, Disconnects, Asbestos, Backfill of 3605 Harrison	1	\$12,823.00	\$12,823.00
					Total	\$26,574.00

Note to customer

3605 Harison
Front retaining wall and steps stay and we will need access through rear of property.

1010 Bae Circle
Rear Retaining Wall stays and approach of driveway.

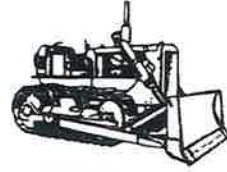
Accepted date

Accepted by

Proposal

**CHRISTENSEN
EXCAVATING CO., INC.**
6625 "C" St.
OMAHA, NEBRASKA 68106

**PHONE: (402) 393-2917
CELL: (402) 677-5550**



JUST CAT'N AROUND

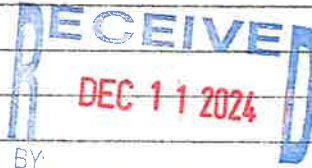
PROPOSAL SUBMITTED TO: <i>City of Bellevue</i>		JOB NAME	JOB #
ADDRESS <i>1510 Wall Street Bellevue, NE 68005</i>		JOB LOCATION <i>3605 Harrison St</i>	
PHONE #	FAX #	DATE	DATE OF PLANS
		ARCHITECT	

We hereby submit specifications and estimates for:

This Bid covers the following at 3605 Harrison

- cut off of sewer and water
- Asbestos inspection and removal if necessary
- obtain demolition permit
- demolition of house

*for total of
\$ 16,750.00*



We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ *sixteen thousand seven hundred and fifty and 00/100* Dollars

with payments to be made as follows: *invoice due upon receipt*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *Chris M. LA*

Note — this proposal may be withdrawn by us if not accepted within _____ 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. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2024		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Demo proposal for 1010 Bea Circle, Bellevue, NE 68005, LEGAL: LOT 11, CHARWOOD.

SYNOPSIS/BACKGROUND:

A resolution was passed by Bellevue City Council ordering the structure located at 1010 Bea Circle to be torn down and the debris removed.

FISCAL IMPACT: \$13,751.00 BUDGETED FUNDS?: yes 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:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structure located at 1010 Bea Circle Bellevue, NE 68005. This proposal includes demo of the structure, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded, and safe condition.

ATTACHMENTS:

1. Proposal #1 Big A Demo	2. Proposal #2 Christensen Excavating	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Fortin
[Signature]
[Signature]

#1

ESTIMATE

Big A Demo & Excavating
1802 Mason St
Omaha, NE 68108-3126

mike@bigademolition.com
+1 (402) 210-5422
bigademolition.com



Bill to
Mike Christensen
City of Bellevue NE

Ship to
Mike Christensen
City of Bellevue NE

Estimate details

Estimate no.: 1051
Estimate date: 12/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/10/2024	Demo & Excavating	Demolition, Disconnects, Asbestos Backfill, At 1010 Bea Circle	1	\$13,751.00	\$13,751.00
2.	12/10/2024	Demo & Excavating	Demolition, Disconnects, Asbestos, Backfill of 3605 Harrison	1	\$12,823.00	\$12,823.00
Total						\$26,574.00

Note to customer

3605 Harison
Front retaining wall and steps stay and we will need access through rear of property.

1010 Bae Circle
Rear Retaining Wall stays and approach of driveway.

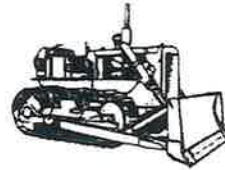
Accepted date

Accepted by

Proposal

**CHRISTENSEN
EXCAVATING CO., INC.**
6625 "C" St.
OMAHA, NEBRASKA 68106

**PHONE: (402) 393-2917
CELL: (402) 677-5550**



JUST CAT'N AROUND

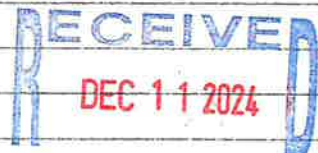
PROPOSAL SUBMITTED TO: <i>City of Bellevue</i>	JOB NAME	JOB #
ADDRESS <i>1510 Wall Street Bellevue, NE 68005</i>	JOB LOCATION <i>1010 Bea Circle</i>	DATE
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

this bid covers the following at 1010 Bea Circle:

- o Cut off of sewer and water*
- o Asbestos inspection and removal if necessary*
- o obtain demolition permit*
- o demolition of house*

*for a total of:
\$ 16,100.00*



BY: _____

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ *Sixteen thousand one hundred and 00/100* Dollars

with payments to be made as follows: *invoice due upon receipt*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within _____ 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. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____