

Bellevue City Council Meeting

Tuesday, January 21, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the December 17, 2024 City Council Minutes.
 2. (*) Acknowledge receipt of December 10, 2024 Tree Board Minutes.
6. APPROVAL OF CLAIMS (January 7, 2025 & January 21, 2025)
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Approval of City Council Member Committee Assignments, as listed on the attached Council Committee and Task Force Assignment sheet, effective January 1, 2025. (Council President Casey)
 - b. (*) Recommend the approval of Bruce Yoder to the Bellevue Planning Commission to serve the remaining term of Leland Jacobson, ending August 2025. (Mayor Hike)
 - c. (*) Recommend the approval of Maria Conte, Brad Anderson, Karl Crompton, Nick Petersen and Rob Klug (Alternate) to the Bellevue Board of Adjustment for three-year terms, ending February 2028. (Mayor Hike)
 - d. (*) Approve the reappointment of Kelly McCaw and Susan Hester to the Community Development Block Grant (CDBG) Committee for three-year terms, ending February 2028. (Finance Director/CDBG Program Specialist)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for an addition to a current Class "C" Liquor License for W & P Enterprises dba Pat & Wally's located at 701 Galvin Road S. Suite 114, Bellevue, NE 68005. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd 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.
 - 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4174: Compensation Ordinance as Updated. (HR Director) (**Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.**)

b. Ordinance No. 4175: Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for recent annexation.

Applicant: City of Bellevue. (Planning Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2025-02: A resolution approving and authorizing the Mayor to sign the Preliminary Engineering Services with Olsson, Inc. for the Cornhusker Road, 36th St. - Fort Crook Road Project, in an amount not to exceed \$24,000.69. (Public Works Director)

16. CURRENT BUSINESS:

a. Approve the purchase of a 2024 Ranger Supercrew for the Permits and Inspection Dept. from Wood House Ford, in an amount not to exceed \$35,319.00 and authorize the Mayor to sign.

b. Approve and authorize the Mayor to sign the Sarpy-Douglas Law Enforcement Academy (SDLEA) Interlocal Agreement with participating agencies. (Chief Clary)

c. Approve Master Services Agreement with Sentinel Technologies, Inc. for internet and cyber security, in an amount not to exceed \$80,693.37. (Chief Guido)

d. Approve the purchase of a Lazer Z X-Series 31 mower from J & J Small Engine for the cemetery, in an amount not to exceed \$16,857.00 and authorize the Mayor to sign. (Public Works Director)

e. Approve the purchase of a John Deere 320P backhoe from Murphy Tractor for Street Dept., in an amount not to exceed \$112,500.00 and authorize Mayor to sign. (Public Works Director)

f. Authorize the City Attorney to proceed with eminent domain proceedings for certain easement acquisitions of land located in Outlot 1 Quail Creek, located in the City of Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign. (Public Works Director/Legal)

g. Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) annual reporting, in an amount not to exceed \$14,946.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Notice of Award and the Contract with Heimes Corp for the Haworth Park Wastewater System, in an amount not to exceed \$2,689,482.25. (Public Works Director)

i. Approve and authorize the Mayor to sign the proposal to purchase a rooftop HVAC unit for District 1 Fire Station from Helm, in an amount not to exceed \$45,978.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the Proposed Project Agreement for replacement of a heat pump at 1510 Wall Street, in an amount not to exceed \$10,525.00. (Public Works Director)

k. Approve and authorize the Mayor to sign the Professional Services Agreement with Benesch & Company for design services of rebuilding the detention cell located at 1500 Wall Street building driveway entrance, in an amount not to exceed \$5,970.00. (Public Works Director)

l. Approve and authorize the Mayor to sign the SEI Proposal for the installation of a camera system at the Fleet Dept., in an amount not to exceed \$27,845.32. (Public Works Director)

m. Approve and authorize the Mayor to sign the agreement with Midwest ROW to acquire a temporary easement for the Whitted Creek Stream Rehabilitation Project from 25th and Lynnwood Dr. to Greenwalt Street, in an amount not to exceed \$104,475.00. (Public Works Director)

n. Approve and authorize the Mayor to sign the agreement with JEO Consulting Group to develop a Strategic Plan for the Public Works Department, in an amount not to exceed

\$99,850.00. (Public Works Director)

o. Approve and authorize the Mayor to sign the Final Payment to Rogge Construction, in an amount not to exceed \$167,522.00 and to accept the final project cost of \$3,340,448.00.

(Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(November & December Reports are attached to this packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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1/21/2025

Bellevue City Council Meeting, December 17, 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 17, 2024 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, and Jerry McCaw. 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. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, 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 AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Councilman Preister asked that the claims be removed from the consent agenda.

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of December 3, 2024 Board of Equalization Minutes; Approval of the December 3, 2024 City Council Minutes; and Acknowledge receipt of October 8, 2024 Tree Board Minutes. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve the claims.

Councilman Preister explained he removed the Claims from consent agenda due to council policy. He stated the council policy states nothing should be on the consent agenda that spends or expends money. He suggested either the policy needs to be revised or going forward Claims should not be on the consent agenda.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS:

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)

Mayor Hike explained there were six applications for the vacancy for remaining term of Ward 4 with two years remaining on this term. He stated the appointed person would need to run for Ward 4 in the next election. He thanked every applicant for their interest in filling the remaining term on the Council and stated each of them had various sets of skills and would have made respectable Council members. He feels there are two key elements the Council Appointment needs to possess which are understanding our community, where it has been, and where we are trying to take it and the desire to run for the next term to maintain continuity and be capable of winning it. Mayor Hike announced his appointment is Mrs. Julie Collins. Mayor Hike read a statement regarding Mrs. Collins involvement as a resident in Bellevue and her qualifications.

Ms. Aimee Bataillon, City Attorney, explained in 2013 the city experienced a vacancy. At that time, the Nebraska Secretary of State advised under Revised Statute 32-568(3), the Mayoral Appointment with the City Council consent is required. The appointment involves an appropriation of money, since the City Council members receive a salary, The vote is required to have four affirmative votes by the City Council. This could be four City Council members voting in the affirmative, or three City Council members voting in the affirmative and the Mayor voting, as he would be standing in the shoes of a City Council member. This is pursuant to Nebraska Revised Statute Section 16-404(1).

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 2

Motion made by Welch, seconded by Casey, to approve the appointment of to fill the remaining term of Ward 4 City Council Member who shall hold office for the unexpired term (12/2026).

Councilman Preister thanked all the candidates who applied. He had the privilege to interview all the applicants. His choice would have been Mr. Bruce Yoder. He provided information regarding Mr. Yoder's qualifications.

Councilman Burns thanked all the applicants. He concurred with Councilman Preister, stating his selection would have been Mr. Bruce Yoder. He stated if Mrs. Collins is selected, he will fully support her.

Councilwoman Welch mentioned she also interviewed all the candidates. She stated as the former Ward 4 representative, she believes Mrs. Collins is the best candidate and supports Mayor Hike's nomination.

Mayor Hike stated all six candidates are all good candidates in their own regard. He believes he is bringing forth the best candidate to support Ward 4.

Councilman Preister requested clarification on the Mayor's vote breaking any ties. Ms. Bataillon referred to State Statute 16-404(1). All ordinances and resolutions or orders for the appropriation or payment of money in a city of the first-class shall require for their passage or adoption the concurrence of a majority of all elected members of the city council. The mayor may vote on any such matter if (a) the mayor's vote is required due to the city council members being equally divided or (b) a majority vote of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more city council members. For purposes of such vote, the Mayor is deemed to be a member of the city council. Discussion followed.

Roll call vote to approve the nomination was as follows: Welch, Casey, and McCaw voted yes; voting no: Preister and Burns; Mayor Hike voted yes. Motion carried.

Administration of Oath Office

The Honorable Judge S. Colin Palm, District Court Judge of the Second Judicial District, administered the Oath of Office to newly appointed Ward Four City Council, Mrs. Julie Collins.

Mrs. Julie Collins took her seat as the new Ward 4 City Council Member. Mayor stated it is appropriate for her to abstain on voting since she doesn't have the first-hand knowledge of items on the agenda.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

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)

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 Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the 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. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third 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. (Administration)

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 third and final time.

Motion was made by Welch, seconded by Preister, to approve 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

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 3

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

ORDINANCES FOR PUBLIC HEARING: (Second 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 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 January 21, 2025.

Request to small subdivision plat Lots 1 and 2, Perez Addition Two. (No Action Required)

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 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 January 21, 2025.

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 for a 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 January 21, 2025.

ORDINANCES FOR INTRODUCTION (1st reading):

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 vote tonight after public hearing)

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 the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for an effective date of this ordinance was read by title only.

Motion was made by Casey, seconded by Preister, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: Collins; absent: none. Motion carried.

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

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 4

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 Welch, to approve 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 the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for an effective date of this ordinance. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: Collins; absent: none. Motion carried.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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

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. Joe Ramos, 5033 Clearwater Drive, Papillion, explained the event will utilize American Heroes Park, Haworth Park, and a small section of Olde Towne Bellevue. Conversation followed.

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

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

RESOLUTIONS:

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. (Planning Director)

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

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note allowing up to \$1,917,949.00 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)

Motion was made by Welch, seconded by Casey, to approve and authorize the Mayor to sign the Amended and Restated Redevelopment Agreement and Modification of Redevelopment Promissory Note allowing up to \$1,917,949.00 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. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, and McCaw voted yes; voting no: Preister; abstain: Collins; absent: none. Motion carried.

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)

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

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)

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 5

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

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

Motion was made by Welch, seconded by Preister, to approve the estimate from Gearhart Construction and Plumbing Inc. for the District 3 Fire Station Bathroom Addition, in an amount not to exceed \$28,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: Collins; absent: none. Motion carried.

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)

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

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)

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

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)

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

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)

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

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

Motion was made by Burns, seconded by Preister, to approve the purchase of (2) brine product systems from Dultmeier Sales, in an amount not to exceed \$153,800.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: Collins; absent: none. Motion carried.

Approve and authorize the Mayor to sign the final payment application in the amount of \$66,679.13, 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)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the final payment application in the amount of \$66,679.13, 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. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: Collins; absent: none. Motion carried.

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)

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 6

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

Councilman Casey requested an update on the status of the bridge. Mr. Jim Ristow, City Administrator, explained three weeks ago the bridge was closed due to a drop of seven inches on the bridge. After the first inspection, it was found some of the concrete between the steel plates and beams had eroded. This caused the closure of the bridge and opened it up for this inspection. This is for the west side of the bridge. If the bridge is in repair mode it could cost \$5,000,000 to repair, a replacement could be in the excess of \$40,000,000. Depending on the outcome of the inspection will determine the direction to go. If the intent is to keep the bridge the city will look at federal dollars or grants through the state. Discussion followed.

Councilman Burns questioned if is not repairable would the city move forward with replacement. Mr. Ristow stated if it is determined that replacement is needed, it would take one to two years for grants. All angles would be looked at. Conversation ensued.

Mr. Dave Goedeken, Public Works Director, provided information on the history and construction of the two bridges. He explained the north bound bridge and the south bound bridge are not structurally attached. He explained the inspection will look at both bridges. Discussion followed.

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

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)

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

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)

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

Councilwoman Welch clarified only two bids were received. Mr. Mike Christense, Chief Building Inspector replied yes.

Councilman Casey questioned what the best guess would be for the demos to occur. Mr. Christensen explained it will all depend on the weather.

Councilman Preister questioned if the lot behind the house was sold. Mr. Christensen stated he believes the lot was sold. They do have the name of the current owner.

Councilman Casey questioned what happens with vehicles in the garage. Mr. Christensen stated they are removed and taken to an impound lot.

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

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)

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

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

CLOSED SESSION: NONE

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2024, Page 7

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Collins, seconded by Welch, the meeting was adjourned at 7:10 p.m. Roll call vote on motion to adjourn was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw 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 17, 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
Tree Board minutes

December 10, 2024

Attendance: Jo Langabee, Tom Mruz, Don Preister, Kathy Radosta, Nancy Scott, and Deborah Woracek were present. Scott Evans was excused. Rob Clatterbuck did not respond to emails.

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.

Kathy made a motion to approve the minutes of the Oct.8, 2024, meeting. Don seconded the motion. All approved of the October minutes. **Deborah will send them to the City of Bellevue to be filed.**

Park Report – Jo reported that she was not sure if Jim Shada was coming to our meeting today.

Old Business

Bellevue 411 articles – Jo had received an email from Scott that he is working on writing more Bellevue 411 articles for posting on social media.

Winter Projects – Jo mentioned that Nancy had noticed the number of ash trees that have been removed from Bellevue Cemetery. Jo inquired if it would be a winter project for the Board to arrange for memorial trees to be planted in the newer section of the cemetery where there are fewer trees. Don reminded all present about the difficulty in maintaining new trees due to the equipment needed to maintain the cemetery. It was decided to seek another area to plant memorial trees.

The Board agreed to go over the Tree Board role descriptions at the January meeting.

List of reasons to plant or replace trees – Don suggested that the list of reasons to plant or replace trees would be another good winter project. A discussion of when to publish or educate the public about this subject. Jo said to start with the already written reasons from the NFS website. Bellevue 411 was also mentioned as a possible posting. **Kathy volunteered to research on this subject.**

Kathy then asked about an old tree stump in Looking Glass Park that has a steel fence post sticking up through the middle of it. She is concerned because children climb up on the stump when playing in the park. **Kathy was told to contact Jim Shada about this issue.**

BWHS tree line clearing – Tom announced that the tree line at Bellevue West has been cleared of new growth. He said there will be more new growth and invasives next spring. He also stated that he needed to get more of the herbicide chemicals as his supply had coagulated. He needed more because there were many large thistles coming up. He said he had not checked the upper west section of the tree line.

New Business

Annual Report additions/deletions – Don said he will go through the summary of our minutes that Deborah sent to the Board and the draft of the Annual report that Jo sent to the Board, and he will work on the document. **Don will send the Board a draft of his document.**

Tree City USA – Jo has completed the report and sent it in to Tree City USA. She found 13 growth points. The new secretary at the Parks Department, LeAnn, will let Jo know of any other points to report. Don asked if we received a plaque as we have received in years past. Jo, Nancy, and Deborah attended the ceremony for Tree City USA in Lincoln. They were not given anything. Graham did have rolls of marking tape to use to mark questionable trees to help the city staff. Jo will use the tape while doing the tree inventory. The Nebraska Forest Service, etc. have been short staffed this year.

Tree inventory – The tree inventory has been completed for this year by Jo. She will continue adding to it. The city now has their own copy of the Tree Plotter software for her and park staff to use. Next year the quadrant due to be inventoried has several small parks that she can cover in the early morning hours of the day. She will ask for help from other Board members if she needs it or has a larger park to inventory.

Tree festival/event – Don reported that Banner Park is not finished yet. He also stated that he had discussed the Memorial Forest for veterans and first responders with Jim Meyer. Jim told Don 35% of the veterans, and the first responders names have sponsors for their memorial tree. Papio-Valley has gotten trees for this purpose in the past and then had to absorb the cost of the trees. Don would still like to give away 50 trees. The board agreed with Nancy that Banner Park has too many ball fields, etc. to have 50 more trees there. Don will have Jim Shada and/or Mark decide about this. The annual Bellevue Bar-B-Que held in Heroes Park was discussed as a possible location for the tree giveaway. It is a festival that attracts thousands of people. The Bellevue Craft Fair held at the Leid Center was also discussed. The Craft Fair will be held on March 15, 2025. Also, the Bellevue Rocks held in Heroes was mentioned as a possibility. Nancy suggested we hold a raffle at one of these events to give away the trees. Further discussion will be held at the January board meeting.

Jo reminded all of the regional tree board meetings.

Possible workshop(s) with Graham Herbst - Jo also reported that Graham Herbst, Eastern Nebraska State Forester, is still looking for a subject suitable for a workshop. Deborah and Nancy think invasive species and how to restrict them as a possible subject. Bellevue does have a major honeysuckle and Ailanthus problem. A discussion followed about how to get the city involved in these issues. We don't have a good solution for either species.

Don mentioned he had made notes on the monthly duties list, the guidelines, as well as the contribution annual report for the city. **He will pass the notes to Deborah, and she will change/add the notes and send them to the board to go over in January.**

On behalf of the entire board, Don expressed support for Jo and her Family during this difficult time. All echoed his sentiments.

There being no further business, Kathy and Nancy moved and seconded that we adjourn the meeting. All present approved. Our next meeting will be on an.14, 2025, at 9am.

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

Tentative agenda for January 14, 2025

Attendance

Minutes

Jim Shada – Park Report

Update volunteer hours

Report on projects:

Monthly duties of members of tree board

Tree City USA application status

Annual Report additions/deletions

Fall Festival of trees

New Business

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 1

MAYOR

BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	PC-MAYORAL FORUM REGISTRATIONS	350.00
		\$ 350.00

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	40.04
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	31.39
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	3,780.88
FAMILY FARE	PC-SUPPLIES FOR SENATOR FISCHER MEETING	10.99
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	26.08
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	260.56
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	90.72
WSJ/BARRONS SUBSCRIPTION	PC-2024/09/30M WALL ST JOURNAL SUBS	30.81
		\$ 4,271.47

COUNCIL

DONALD PREISTER	2024/10, 2024/11 & 2024/12 REIMB INTERNET	150.00
		\$ 150.00

LEGAL

BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	7.07
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	3,775.93
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	4.60
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	45.98
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	90.72
THOMSON REUTERS - WEST	PC-2024/08/19-08/31 MONTHLY SOFTWARE LEGAL SUBSCRIPTION	197.61
		\$ 4,121.91

CABLE ADVISORY

BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	35.33
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	4,248.42
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	23.02
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	229.90
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	60.48
STACI NELSON	2024/03/21-11/26 REIMB LOCAL MILEAGE	69.68
		\$ 4,666.83

CITY CLERK

BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	61.24
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	15.69
COLUMN SOFTWARE, PBC	PC-LEGAL AD	1,046.57
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	2,303.37
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	39.90
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	398.50
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	60.48
SHIRLEY HARBIN	REIMB MILEAGE FOR CONFERENCE	33.90
		\$ 3,959.65

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-BATTERIES, OFFICE SUPPLIES, PHONE CASES, SAFETY SHOES, CLEATS	898.95
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	51.82
CAPITAL BUSINESS SYSTEMS, INC	2024/10/09-11/08 PRINTER EXPENSE	28.16
CAPITAL BUSINESS SYSTEMS, INC	2024/10/21-11/20 PRINTER EXPENSE	13.82
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	15.69
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	8,203.51

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 2

FINANCE/RISK MANAGEMENT (cont'd)

GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-GPGFOA CONFERENCE REGISTRATION-HORTON	100.00
GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-GPGFOA MEMBERSHIP DUES-HORTON	50.00
GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-GREAT PLAINS GFOA CONFERENCE-TORDOFF	100.00
HANEY SHOE STORE	SAFETY SHOES-3 EMP	411.97
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	33.76
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	337.19
QUADIENT FINANCE USA, INC	2024/11/04 REFILL ACCT 6541 (1510 WALL ST)	1,500.00
QUADIENT FINANCE USA, INC	2024/11/07 REFILL ACCT 9893 (1500 WALL ST)	1,000.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	272.16
UNIVERSITY OF NEBRASKA-OMAHA	PC-ETHIC CONFERENCE-TORDOFF	120.00
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		\$ 13,137.03

LIBRARY

AMAZON.COM, LLC	PC-BULLETIN BOARD, OFFICE SUPPLIES, BOOKS, STEP LADDER, COMPACT REFRIGERATOR, OFFICE CHAIRS, AIR PADS	7,441.34
BAKERS BELLEVUE	PC-OFFICE SUPPLIES	19.68
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	53.15
CAPITAL BUSINESS SYSTEMS, INC	2024/11/10-12/09 COPIER EXPENSE	237.82
CENGAGE LEARNING, INC	BOOKS	753.35
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	412.27
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	47.08
COLUMN SOFTWARE, PBC	PC-LEGAL AD FOR BOARD MEETING	22.70
COREL/CLERVERBRIGE	PC-COREL PAINT SHOP SOFTWARE	99.99
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE-CREDIT	-93.07
COX BUSINESS SERVICES	2024/12/09-2025/01/08 MONTHLY SERVICE	410.00
CRAFTSMAN WINDOW COVERINGS	BLINDS, SHADES & INSTALLATION	1,460.00
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	8,377.72
FARONICS	PC-2024/12/29-2027/12/28 DEEP FREEZE SOFTWARE RENEWAL	1,312.50
INDOFF, INC	COPY PAPER	254.95
INGRAM LIBRARY SERVICES	BOOKS	2,477.63
LOWE'S	PC-REFRIGERATOR	839.00
MATRIX BUSINESS SYSTEMS INC	2024/10/31-11/30 COPIER EXPENSE	24.20
METAL LOGOS	RESTROOMS SIGN	298.67
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	1,001.01
OVERDRIVE, INC	CONTENTS PURCHASES-ONLINE	2,000.00
QUADIENT FINANCE USA, INC	2024/11/30M LIBRARY NEOSHOIPS	578.15
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	272.16
SECURITY EQUIPMENT INC	WEST DOOR MAG LOCK	2,612.00
ULINE	MOBILE 3 DRAWER FILE & FRT	1,034.51
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	109.10
		<hr/>
		\$ 32,060.91

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	783.22
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	40.04
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	15.69
COLUMN SOFTWARE, PBC	LEGAL AD	9.82
CURTIS JOHNSON	REIMB FOR PHONE CASE	32.05
DAVID BAGBY	REIMB FOR PHONE CASE	23.95
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	10,785.77
IDEAL PURE WATER COMPANY	BOTTLED WATER	53.75
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	26.08
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	260.56
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	272.16
UKG INC	CONTRACTED FEE, USAGE OVERAGE FEE	32,483.08
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		\$ 44,786.17

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 3

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-DIGITAL CAMERAS, PHONE CASES	236.93
AaLL ABOUT TREES	REMOVE BROKEN BRANCHES-7623 S 41ST AVE	650.00
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	5.96
CAPITAL BUSINESS SYSTEMS, INC	2024/11/10-12/09 COPIER EXPENSE	90.09
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	15.69
CROW LAWN CARE LLC	2024/11/21 CODE CLEANUP	500.00
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	8,860.11
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	6.31
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	126.41
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	211.68
TIM ROSE TREE SERVICE	REMOVE BROKEN BRANCHES-2008 AVERY RD	599.00
		\$ 11,302.18

PUBLIC WORKS

AMAZON.COM, LLC	PC-AIR FRESHENER DISPENSER REFILLS, OFFICE	139.45
AMERICAN COUNCIL OF ENGINEERING CO/NEBRASKA	PC-WORKSHOP OMAHA ENGINEERING PARTNER-KRAGER	35.00
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	10.01
CARHARTT, INC	PC-QUARTERMASTER UNIFORMS	8,130.25
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	47.08
COLUMN SOFTWARE, PBC	PC-LEGAL AD	53.43
EMPLOYEE BENEFIT SYSTEMS	2024/12/31 M HEALTH INSURANCE	7,556.81
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION	170.00
HI-VIZ SAFETY WEAR, LLC	PC-HI VIZ SHIRTS	4,019.30
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS THRU 2024/11/29	4,245.00
LOGO LOGIX EMBROIDERY & SCREEN	PC-UNIFORM SCREEN PRINT CENTER BACK	940.00
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	10.59
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY TANKS	4,270.47
NEBRASKA WATER ENVIRONMENT	PC-CONFERENCE REGISTRATIONS	350.00
OMAHA EPPLEY AIRFIELD	PC-PARKING EPPLEY	48.00
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	212.29
PRECISE MRM LLC	2024/11/30M FLAT DATA PLAN	69.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	211.68
		\$ 30,518.36

PARKS

AMAZON.COM, LLC	PC-CLEANING LENS TOWELETTES	17.44
A-RELIEF SERVICES	2024/08/22-09/18 PORTABLE RESTROOMS-WASHINGTON PARK	475.00
A-RELIEF SERVICES	2024/11/10-12/07 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	PORTABLE RESTROOM RENTAL-WASHINGTON PARK	34.00
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	215.29
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	15.69
COX BUSINESS SERVICES	2024/12/31 M MONTHLY SERVICE	107.39
DAY ELECTRIC SERVICE, INC	ELECTRICAL PROBLEMS WITH SPRINKLER-SIGLER FIELD	103.00
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT BUBBLER AT AHP FOUNTAIN	1,357.48
DULTMEIER SALES LLC	PC-PARTS FOR WATER TANK	11.80
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	8,663.50
GALVIN GLASS	PC-REPAIR WINDOW, SERVICE FEE	83.14
HARBOR FREIGHT TOOLS	PC-GAS PUMP WATER TANK	229.99
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	316.62
HOME DEPOT	PC-WIRE STRIPPERS, PLIERS	227.91
MENARDS	PC-EROSION BLANKET, PARTS FOR WATER TANK	512.50
METROPOLITAN UTILITIES DIST	2024/10/04-11/02 MONTHLY SERVICE	43.11
METROPOLITAN UTILITIES DIST	2024/11/07-12/10 MONTHLY SERVICE	648.72
MIDWEST DCM, INC	BPW-240105 STONECROFT PARK RESTROOM THRU 2024/09/30	10,453.70

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 4

PARKS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	95.64
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	1,451.09
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	34.08
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	363.89
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	65.48
PRECISE MRM LLC	2024/11/30M FLAT DATA PLAN	299.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	524.96
WESTLAKE ACE HARDWARE	PC-WATER PUMP PARTS	28.16
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		\$ 26,577.58

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	2024/11/11-12/10 COPIER EXPENSE	17.02
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	137.98
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	83.39
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	3,594.50
HOSE & HANDLING, INC	PC-RUBBER GASKET	5.82
MENARDS	PC-POOL CHEMICALS	35.88
METROPOLITAN UTILITIES DIST	2024/11/02-11/02 MONTHLY SERVICE	3.08
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	123.91
MIDWEST IMPRESSIONS	VOLLEYBALL LEAGUE SHIRTS	589.36
OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	52.68
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	239.70
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	287.20
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	35.49
PRECISE MRM LLC	2024/11/30M FLAT DATA PLAN	92.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	60.48
WESTLAKE ACE HARDWARE	PC-PAINT	9.99
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		\$ 5,368.48

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-FLAGS, LAVATORY FAUCET, CLEANING SUPPLIES	237.02
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	727.63
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	47.08
CERRIS SYSTEMS NORTH CENTRAL, INC	2024/11/30M PREVENTIVE MAINTENANCE	3,185.25
CERRIS SYSTEMS NORTH CENTRAL, INC	FAN NOT WORKING-PLANNING	2,011.20
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	107.39
D.H. PACE COMPANY, INC	PC-REPAIR POLICE GATE	1,310.00
DAY ELECTRIC SERVICE, INC	INSTALL CEILING FAN-CEMETERY OFFICE, INSTALL	2,851.52
ECHO GROUP, INC	PC-PARTS-DIST 1	57.36
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	13,282.74
ENGINEERED CONTROLS	FURNACE ISSUES-TRAINING SITE	5,418.59
ENGINEERED CONTROLS	REPLACE VALVE CONTROL, THERMOSTAT	428.90
FERGUSON #227	PC-PLUMBING SUPPLIES	224.85
FIRE PROTECTION SERVICES, LLC	2024/12/11 SERVICE CALL-CITY HALL	175.00
FIRE PROTECTION SERVICES, LLC	2024/12/16 PROGRAM SEI NUMBERS	115.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION	200.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	203.76
HOTSY EQUIPMENT CO	PRESSURE WASH REPAIR, PARTS	213.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	143.84
MCDONALD AND ASSOCIATES	PC-MEALS (REIMB BY EMPLOYEE-USED BY MISTAKE)	5.88
MENARDS	PC-ADJUSTABLE STOWAWAY, LANDSCAPING	705.71
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	231.50
MIDWEST DCM, INC	BPW-240112 WASHINGTON PARK RESTROOM THRU	1,378.86
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	787.61
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	226.75
OVERHEAD DOOR CO OF OMAHA	REPLACE SPRING BOX, LUBE-DIST 3	310.00
PORTER TRUSTIN CARLSON COMPANY	FIRE TRAINING SITE OPERABLE WALL	1,125.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	272.16
ROCHESTER MIDLAND CORPORATION	2024/12/31M WATER ENERGY TEAM FIXED BILLING	345.00
SECURITY EQUIPMENT INC	2024/10/01-2025/09/30 SECURITY MONITORING AGREEMENT	28,794.48
SUN VALLEY LANDSCAPING	1510 NORTH SIDE EROSION SOLUTION	5,046.95
TREES SHRUBS AND MORE	PC-LANDSCAPING-CHURCH	20.96
TRISTAR	2024/11/30M CLAIMS PAID AND ALAE	25,376.25
WESTLAKE ACE HARDWARE	PC-CLEANING SUPPLIES, LANDSCAPING SUPPLIES	318.44
		<hr/>
		\$ 95,886.48

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 5

CEMETERY

BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	150.27
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	12.47
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	83.39
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	2,942.85
HARBOR FREIGHT TOOLS	PC-TOOLS, SUPPLIES FOR CEMETERY	92.93
MENARDS	PC-LANDSCAPING-CEMETERY	173.60
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	112.75
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	394.72
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	90.72
WESTLAKE ACE HARDWARE	PC-CAULK, EROSION MATERIALS, PAINT/SUPPLIES	358.43
		\$ 4,412.13

STREETS

ABOUT PHASE ACADEMY, LLC	PC-IMSA CERTIFICATION FOR SIGN PAVEMENT-	1,100.00
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2024/11/18-	2,442.00
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/09/23-	2,691.59
AMAZON.COM, LLC	PC-CLEANING SUPPLIES, DATE STAMPS	709.02
ATHENS TECHNICAL SPECIALISTS, INC	PC-CALIBRATION SERVICES	731.68
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	306.77
CAPITAL BUSINESS SYSTEMS, INC	2024/11/12-12/11 COPIER EXPENSE	36.20
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	109.85
CHAD DAVIDSON	REIMB FOR CDL LICENSE	65.00
CONCRETE SUPPLY, INC	CONCRETE	1,212.25
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	274.17
DREFS TREE SERVICE	REMOVE TREE-CITY LOT, 215 SHADOW RD	800.00
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	43,828.14
FELSBURG HOLT & ULLEVIG, INC	BPW-240601 36TH ST CORRIDOR 2024/11/30M	4,507.50
HEIMES CORPORATION	BPW-245407 STORM SEWER 25TH & CHANDLER	23,576.80
HGM ASSOCIATES INC	BPW-240102 2024 CONCRETE REPAIR THRU	7,453.96
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATER OUTFALL	8,570.75
JACOBS ENGINEERING GROUP, INC	2024/10/26-11/22	
	BPW-240124 WHITTED CREEK DRAINAGE	10,351.92
	2024/10/26-11/22	
	SAND/GRAVEL	5,420.54
LYMAN RICHEY SAND & GRAVEL	CANTILEVER WING BRACKETS	6,000.00
MD SOLUTIONS, INC	PC-SELF LIGHTING PROPANE TORCH	29.99
MENARDS	2024/11/02-12/04 MONTHLY SERVICE	339.15
METROPOLITAN UTILITIES DIST	2024/11/02-12/05 MONTHLY SERVICE	97.35
METROPOLITAN UTILITIES DIST	2024/11/05-12/05 MONTHLY SERVICE	456.75
METROPOLITAN UTILITIES DIST	2024/11/07-12/10 MONTHLY SERVICE	97.99
MICHAEL TODD INDUSTRIAL SUPPLY	PELICAN TUBE BROOM	2,154.24
MID-AMERICAN SIGNAL	SCALABLE TIME CLOCK W/HARNESS	680.00
NEBRASKA DEPARTMENT OF	BPW-180105 36TH ST TO SHERIDAN THRU	18,163.29
OMAHA PUBLIC POWER DISTRICT	2024/09/27-11/12 MONTHLY SERVICE	103.34
OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	69.08
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	486.26
OMAHA PUBLIC POWER DISTRICT	2024/10/21-11/19 MONTHLY SERVICE	195.32
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	39.47
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	444.81
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	2,476.76
OMAHA PUBLIC POWER DISTRICT	2024/10/29-11/26 MONTHLY SERVICE	91,860.93
OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	167.62
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	34.75
PRECISE MRM LLC	REPAIR STREET LIGHT-KY FRWY & 370	6,349.91
READY MIXED CONCRETE COMPANY	2024/11/30M FLAT DATA PLAN	1,196.00
RELIANCE STANDARD INSURANCE	CONCRETE	8,528.45
	2024/12/31M DENTAL INSURANCE	1,078.96

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 6

STREETS (cont'd)

UMB BANK - TRUST OPERATIONS	1063 HAFP BONDS 12/28/17 \$3,900,000 INT	48,835.00
UMB BANK - TRUST OPERATIONS	1065 HAFP BONDS 3/1/19 \$3,715,000 PRIN	225,000.00
UMB BANK - TRUST OPERATIONS	1065 HAFP BONDS 3/1/19 \$3,715,000 INT	27,133.75
UPS STORE	PC-MAILING CHARGES	99.69
WESTERN ENGINEERING CO	BPW-240103 CITY OVERLAY PROJECT THRU	65,871.15
WESTLAKE ACE HARDWARE	PC-GAP STUFF, REPAIR TUBE-HARVELL	15.98
		\$ 622,194.13

FLEET MAINTENANCE

911 CUSTOM, LLC	VERTEX TWIST-IN ADAPTER KITS, LIGHTS, CONTROL MODULES, EDGE LIGHTS	7,806.38
AGRIVISION EQUIPMENT GROUP	PC-CORN HEAD GREASE	7.30
ALLIED OIL & TIRE COMPANY	OIL, ANTIFREEZE, HANDLING	3,785.04
AMAZON.COM, LLC	PC-FILTERS, HEAT INDUCTION TOOL, OFFICE SUPPLIES, SPRAYER, BRAKE CONTROLLER, TURNBUCKLES, WIRE HARNESS, STEEL BEARING	1,741.30
ARNOLD MOTOR SUPPLY, LLC	BELT DRV TENSIONER, DEGREASER, FUSES, THREADLOCKER, TIE ROD ENDS, STRUTS, CONTROL ARM, BRAKE PADS, ROTORS	1,151.35
AUTOMOTIVE WAREHOUSE DIST, INC	PICO PARTS, BRAKLEEN, BUSSMAN PARTS, KURT PARTS, RAYBESTOS PARTS, FORNEY PARTS, MILTON PARTS, GREASE, PHILIPS STAND, TRICO PARTS	3,094.22
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENT	1,483.79
BAXTER FORD	PC-AXLE ASSEMBLY, DEFLECTORS, GASKETS, MOULDING, VISOR, SEPARATOR, HOSES, LAMP	2,463.97
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	191.82
BOBCAT OF OMAHA	PC-BUCKET TILT CYLINDER, HOSE, TIRES, VALVE, SEAL KITS, FILTERS, GLASS, SEALS	5,776.69
BUMPER & AUTO OF OMAHA	PC-HEADLAMP	590.00
CASEYS GENERAL STORE #2966	PC-PIZZA (FRAUD)	57.17
CASEYS GENERAL STORE #2966	PC-PIZZA (FRAUD)	(57.17)
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	62.77
CORNHUSKER INTERNATIONAL TRUCKS	PC-BRACKET ASSEMBLY, CARTRIDGES, COUPLINGS, HORN, STRAPS, FRONT GUARDS, RADIATOR	7,232.37
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	PC-GASKETS, WASHERS, O-RINGS, SEALS	302.15
DOUBLETREE HOTEL	PC-LODGING FOR TRAINING-SALGADO	658.38
DULTMEIER SALES LLC	PC-BODY COUPLINGS, CENTRIFUGE PUMP, ADJ CHECK VALVE	1,061.25
EDS WIRE ROPE & RIGGING	PC-RATCHET STRAP ASSEMBLIES	219.36
EDWARDS CHRYSLER DODGE JEEP RAM	PC-AUTO FLUID, RADIATOR HOSE, UPPER ARM	745.82
ELLIOTT EQUIPMENT CO	PC-CARRIER BEARING	277.28
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	22,760.38
FACTORY MOTOR PARTS CO	RESISTOR ASSY, SPARK PLUGS	188.86
GALVIN GLASS	WINDSHIELD REPAIR-PO811	45.90
GRAHAM TIRE COMPANY	PC-TIRES	1,652.46
GRAINGER	PAINT THINNER, GLOVES, RUST REMOVER	479.66
HARBOR FREIGHT TOOLS	PC-JACK	269.98
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	62.25
INLAND TRUCK PARTS CO	PC-QUICK RELEASE VALVE	24.43
INTERSTATE BATTERIES	PC-BATTERIES	1,215.17
J & J SMALL ENGINE SERVICE	PC-POWER UNIT	1,686.56
JASPER WELLER, LLC	PC-CARRIER BEARINGS, FITTINGS, SIDE GEARS	4,185.61
JIM HAWK TRUCK TRAILERS	PC-AIR DRYER, CARTRIDGES	1,002.82
LOGAN CONTRACTORS SUPPLY	OVERNIGHT HEATER, ELECTRODE ASSY, BURNER	651.00
MACQUEEN EQUIPMENT LLC	PC-MAIN BROOM SERVICE WORK, MANIFOLD, VALVE, RETAINERS	7,137.01

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 7

FLEET MAINTENANCE (cont'd)

MATHESON TRI-GAS INC	PC-WELDING GLOVES, CYLINDER RENTAL	234.80
MATHESON TRI-GAS INC	2024/11/30M CYLINDER RENTAL	162.80
MENARDS	PC-CHAIN LUBE, SPRAY PAINT, CLEANING SUPPLIES, LUBRICANT	440.29
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	127.03
MICHAEL TODD INDUSTRIAL SUPPLY	PC-FORMED CUTTING EDGES	1,777.62
MIDLANDS AUTO REPAIR	PC-ALIGNMENT	100.00
MURPHY TRACTOR	PC-STREET PADS	316.48
NAPA AUTO PARTS	FITTINGS, V-BELTS, FILTERS, STROBES, CABLE CONNECTORS, BEARINGS, LAMP, SEALS, DISC BRAKE, TRAILER WIRE, SENSOR	3,792.83
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	RED & BLUE CONNECTORS, SCREWS, HEAT SHRINK, STARTER LUGS, DRILL BITS, TY-RAP, FUSES	1,027.72
NMC GROUP, INC	PC-IDLER ROLLERS	6,843.17
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	961.69
PRECISE MRM LLC	PC-2024/05/31M FLAT DATA PLAN	161.00
PRECISE MRM LLC	PC-2024/06/30M FLAT DATA PLAN	161.00
PRECISE MRM LLC	PC-2024/07/31M FLAT DATA PLAN	161.00
PRECISE MRM LLC	PC-2024/08/31M FLAT DATA PLAN	161.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	301.20
REXCO EQUIPMENT CO	PC-SEP TANK ELEMENTS	282.85
ROGER'S TOWING	PC-TOW CHARGES (2)	200.00
STATE STEEL	PC-SQUARE TUBING, HOT ROLLED FLAT-SHOOTING RANGE	977.46
STEVEN J SEDLACEK	REIMB FOR COMMERCIAL LEARNER'S PERMIT	15.00
SWAN ENGINEERING, LLC	PC-BOSS RINGS, O-RINGS, RATCHET	82.45
TERMINAL SUPPLY CO	DEUTSCH CONNECTORS FOR STOCK	128.30
TOYNE, INC	DEF THROTTLE & SCUTION HOSES, BRAKE LIGHT, GRAB RAIL	3,260.70
TRI-V TOOL & MFG CO	PC-BRINE TANK STRAP	650.00
TRUCK CENTER COMPANIES-OMAHA	PC-FILTER KITS	664.19
TY'S OUTDOOR POWER & SERVICE	PC-BOLTS	41.71
TY'S OUTDOOR POWER & SERVICE	PC-FLAT BLADE, BOLTS, WASHERS	251.70
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	532.22
WELDON PARTS INC	PC-BRAKE DRUMS, CLAMPS, REMAN SHOE, BRAKE KIT, DOME LIGHT	1,076.26
ZIPS TRUCK EQUIPMENT INC	PC-REPLACEMENT LIGHT BARS	512.49
		<u>\$ 105,601.68</u>

SOLID WASTE

CITY OF OMAHA	2024/11/30M COMPOST DELIVERIES	11,870.04
CITY OF OMAHA	2024/10/31M COMPOST DELIVERIES	7,253.12
PAPILLION SANITATION	2024/11/30M TRASH HAULING FEE	359,656.88
		<u>\$ 378,780.04</u>

PLANNING

AMERICAN PLANNING ASSOCIATION	2024/10/01-2025/09/30 MEMBERSHIP DUES- PLANNING COMMISSION	751.00
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	9.05
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	31.39
COLUMN SOFTWARE, PBC	LEGAL AD	12.00
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	2,950.07
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	9.58
NORFOLK AREA CHAMBER OF COMMERCE	HAGERSTOWN LUNCH & BUS TAMMI PALM	101.35
OLSSON ASSOCIATES	COMP PLAN UPDATE & LONG RANGE THRU	4,306.50
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	192.02
OXUS CAPITAL	REFUND APPLICATION FEES	720.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	90.72
		<u>\$ 9,173.68</u>

PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	APPROVAL STICKERS PRINTING	448.88
CAPITAL BUSINESS SYSTEMS, INC	2024/10/18-11/17 COPIER EXPENSE	464.59
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	12.09
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	31.39
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	13,337.53
INTERNATIONAL ASSOCIATION OF	PC-ELECTRICAL TRAINING-MCBREEN	90.00
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	12.80
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	256.56
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	272.16
		<u>\$ 14,926.00</u>

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 8

POLICE

1-800-BOARDUP OF OMAHA METRO	BOARD SERVICE-704 LOGAN AVE	205.50
ABM SUPPLY	SWAT GEAR AND EQUIPMENT, SHIELD ID,	15,329.00
AMAZON.COM, LLC	PC-ALCOHOL PREP PADS, RUBBER STAMP, DOOR STOPS, BATTERIES, HI VIZ SHIRTS, UTILITY CART, CHAIR, WINDOW SHADES, SHOTGUN SLING, PHONE	1,908.24
A-RELIEF SERVICES	2024/11/14-12/11 PORTABLE RESTROOMS-GUN	199.00
AT&T MOBILITY	2024/10/22-11/21 MONTHLY SERVICE	2,147.19
AVERY L LOSCHEN	2025/01/31M RENT FOR K9 BUILDING	1,300.00
BENEFIT PLANS	2024/12/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	214.34
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	251.09
CITY OF COUNCIL BLUFFS	2024/12/05 GUN RANGE USE	100.00
COMBINED SYSTEMS, INC	PC-TRAINING-BROWN, KEEFE, SHIVERS	2,685.00
COMFORT INN	PC-LODGING FOR TRAINING-STROEHER	397.83
CORNHUSKER AUTO WASH	DETAIL INSIDE OF CRUISER-HOFFMAN	182.26
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2024/12/02-2025/01/01 MONTHLY SERVICE	285.00
CRASH DATA GROUP	PC-ADAPTERS FOR CRASH TEAM	323.05
CULLIGAN OF OMAHA	2024/12/31M BOTTLED WATER, COOLER RENTAL	397.30
DAIGLE LAW GROUP, LLC	PC-TRAINING-STUCK	895.00
DELTA AIR LINES	PC-AIR FARE-MANNING, WAGNER	511.94
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	275.00
EBERLESTOCK.COM	PC-DUFFEL BAGS FOR SWAT	702.35
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	161,438.02
ENFORMION, LLC	2024/12/01-12/31 ANNUAL FEE-ZALESKI, HOLM, LEGBAND	1,750.00
FAIRFIELD BY MARRIOTT	PC-LODGING FOR TRAINING-LAMPMAN	116.60
FIRST NATIONAL BANK OF OMAHA	SUBEPONA FEE FOR RECORDS	36.00
GALL'S, LLC	UNIFORM ITEMS	1,517.41
GOVDIRECT, INC	TOUGHBOOKS, WARRANTY	26,251.20
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	482.95
HAMPON INN - GRAND ISLAND	PC-LODGING FOR TRAINING-HOFFMAN, BETSWORTH	642.00
HAMPTON BY HILTON	PC-DEPOSIT ON LODGING FOR TRAINING-K MANNING	389.00
HARRIS DECALS INC	DECAL INSTALLATION CHARGE	170.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	PC-CREDIT MEMBERSHIP CHARGED TWICE	(75.00)
INT'L ASSOCIATION OF CHIEFS OF POLICE	PC-REFUND FOR BANQUET CHG-K MANNING	(125.00)
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.39
JOSEPH GRAY	REIMB FOR K9 MEDICINE	100.99
LEXIPOL, LLC	2024/10/01-2025/09/30 PERFORMANCE REPORTING, SETUP	14,350.00
MENARDS	PC-LUMBER, SUPPLIES FOR OBSTACLE COURSE	769.22
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	226.91
MICHAEL JARVIS	REIMB PER DIEM FOR TRAINING	88.50
MOHEGAN SUN ON-LINE	PC-DEPOSIT ON LODGING FOR TRAINING-STUCK	143.75
MOTOROLA SOLUTIONS, INC	PORTABLE RADIOS	6,579.68
MYZONE, INC	PC-2024/09/30M WELLNESS PROGRAM	75.00
NAME TAPE FACTORY	PC-NAME TAPE WITH FASTENER	54.89
NATIONAL STRENGTH & CONDITIONING	PC-NSCA MEMBERSHIP-MARRS	130.00
NEBRASKA FURNITURE MART	SMART TV-65IN (1), 50IN (3)	1,437.96
NSA/POAN	PC-TRAINING-STROEHER	220.00
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	36.82
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	4,546.53
OMAHA PUBLIC SAFETY TRAINING CENTER	PC-TRAINING-ZALESKI	250.00
PETCO ANIMAL SUPPLIES	PC-DOG FOOD	577.40
POLICE OFFICERS ASSOCIATION OF	2025/01/01-12/31 FULL DEPT DUES	2,200.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-EVIDENCE STORAGE	328.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	4,032.80
SALOMON	PC-BOOTS FOR SWAT	280.00
SECURE-IDLE, INC	ANTI-THEFT DEVICES FOR CRUISERS	906.74
SECURITY EQUIPMENT INC	2024/12/09-2025/09/30 PD VESTIBULE CAMERA	2,419.30

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 9

POLICE (CONT'D)

SHARP IMAGE INC	WINDOW TINTING-UNITS 111, 120 & 133	549.00
SHEEPDOG GUARDIAN CONSULTING, LLC	PC-TRAINING-SHAFER	225.00
SOUTHWEST AIRLINES	PC-AIR FARE-STUCK	590.96
SUNSET LAW ENFORCEMENT, LTD	DUTY AND TRAINING AMMO	44,291.75
TRISTAR	2024/11/30M CLAIMS PAID AND ALAE	2,434.37
UNITED AIR LINES	PC-AIR FARE-MANNING, WAGNER	717.32
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	998.00
UPS STORE	MAILING CHARGES	15.68
VERIZON WIRELESS	2024/11/24-12/23 MONTHLY SERVICE	557.94
VISTA PRINT	PC-BUSINESS CARDS	48.78
WYNDHAM GRAND	PC-LODGING FOR TRAINING-CLARY	465.12
		\$ 321,019.60

FIRE & RESCUE

AIRGAS USA, LLC	2024/11/30M OXYGEN CYLINDER RENTAL, OXYGEN	250.85
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, PRINTER SUPPLIES, COFFEE SUPPLIES, ID KITS, SCANNER	1,176.85
BLACK HILLS ENERGY	2024/10/31-12/02 MONTHLY SERVICE	290.31
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,389.70
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	125.55
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2024/12/01-31 MONTHLY SERVICE	115.00
EC DATA SYSTEMS, INC	PC-2024/09/01-09/30 SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	124,359.84
FIRELAW GROUP, LLC	PC-TRAINING-F GUIDO, GIBILISCO	750.00
FIRST WIRELESS, INC	HEADSET RECEIVER, ADAPTER	825.04
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-7 EMP	1,334.13
MARCO TECHNOLOGIES, LLC	2024/11/02-12/01 COPIER EXPENSE	84.95
MENARDS	PC-CO2 ALARMS, SMOKE DETECTORS, LUMBER, VISE, CASTER, WINDOW SHADES	2,712.21
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE	1,175.16
METROPOLITAN UTILITIES DIST	2024/11/05-12/05 MONTHLY SERVICE	1,979.72
METROPOLITAN UTILITIES DIST	2024/11/07-12/09 MONTHLY SERVICE	853.89
NORTH CENTRAL AMBULANCE SALES	DEFIB HOLDER	868.10
OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	900.70
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	1,325.89
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	601.95
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	2,121.86
OMAHA PUBLIC POWER DISTRICT	2024/10/25-11/22 MONTHLY SERVICE	827.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	2,882.48
STERICYCLE, INC	2024/11/30M ON-SITE SHREDDING	144.00
TED'S MOWER SALES & SERVICE	SHARPEN CHAINS	151.50
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	650.00
TIMOTHY POHL	REIMB FOR FIRE BOOTS	203.00
TRISTAR	2024/11/30M CLAIMS PAID AND ALAE	1,107.98
UPS STORE	PC-MAILING CHARGE TO RETURN SUPPLIES	17.26
ZOLL DATA SYSTEMS INC	2025/01/31M BILLING & 2025/01/01-12/31 ANNUAL FIRE CODE LICENSE	2,284.02
		\$ 153,731.67

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/11/30M CDBG CONSULTANT FEE	950.00
FIRST NATIONAL INSURANCE COMPANY	FNIC 2, 3 & 4 CONSULTING FEE 2024/2025	12,125.00
TRAVELERS CL REMITTANCE CENTER	PREMIUM PAYMENTS 2 & 3 OF 4	432,875.25
AMERICAN NATIONAL BANK	ACCOUNT ANALYSIS CHARGE	587.10
CENTURY LINK	2024/11/04-12/03 MONTHLY SERVICE	407.25
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	511.64
CENTURY LINK	2024/12/01-31 MONTHLY SERVICE	520.00
COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE	161.02
HEARTLAND MARKETING &	2024/10/28-11/24 SOCIAL MEDIA MANAGEMENT	3,256.75
HOSTGATOR.COM	PC-2024/09/30M DOMAIN MAINTENANCE	87.99
LOCKTON COMPANIES, LLC	2024/12/31M WELLNESS CONSULTING FEE	1,875.00
NE-DEPARTMENT OF REVENUE	2024-11 SALES AND USE TAX	33.62
OMAHA PUBLIC POWER DISTRICT	2024/10/01-11/11 MONTHLY SERVICE	323.99
PM AM CORPORATION	2024/11/30M - ALARM FEES	1,948.00
REGIONAL METROPOLITAN TRANSIT	2024/10/31M MAT SERVICE 2084 MILES	6,257.00
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
		\$ 462,044.61

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 10

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC- PHONE CASES	687.72
BIG RED LOCKSMITHS	DUPLICATE KEYS-1410 WALL ST	43.00
CPI TELECOM	MIR EPE SWA PHONE SERVICES & REENLISTMENT	1,989.00
DELL MARKETING L.P.	8 MONITORS FOR IT	1,584.00
HARBOR FREIGHT TOOLS	PC-UTILITY CART	29.99
MOTOROLA SOLUTIONS, INC	RADIO BATTERIES-IT	705.06
ONE CALL CONCEPTS	2024/11/30M LOCATES	3.96
PARKOMA	PC-PARKING FEE	57.60
SHI INTERNATIONAL CORP	2024/10/18-2025/10/17 VEEAM LICENSE, MIGRATION & SOCKET	3,406.44
WASABI TECHNOLOGIES LLC	PC-2024/08/12-09/11 CLOUD STORAGE	7.23
		\$ 8,514.00

2206 LONGO DR

C&E INDUSTRIES	2024/10/31M JANITORIAL SERVICE	3,951.10
CENTURY LINK	2024/11/04-12/03 MONTHLY SERVICE	134.90
CERRIS SYSTEMS NORTH CENTRAL, INC	VA OFFICE STAFF SPACE LEAK	400.00
CERRIS SYSTEMS NORTH CENTRAL, INC	MAKE UP WATER IS OFF ON BOILER	1,367.85
COX BUSINESS SERVICES	2024/10/27-11/26 MONTHLY SERVICE	147.00
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	732.61
MARK'S CARPET CLEANING	EMERGENCY WATER EXTRACTION	1,214.45
METROPOLITAN UTILITIES DIST	2024/10/04-11/03 MONTHLY SERVICE - GAS	105.34
METROPOLITAN UTILITIES DIST	2024/10/04-11/03 MONTHLY SERVICE - WATER & SEWAGE	1,240.53
OMAHA PUBLIC POWER DISTRICT	2024/09/24-10/23 MONTHLY SERVICE	6,688.19
PAPILLION SANITATION	2024/11/30M SERVICE	359.30
PRECISION LIGHTING & ELECTRIC	ELECTRICAL WORK AT STATE FARM	6,211.00
PRIDE HOME SERVICES	2024/10/17 IRRIGATIONH SYSTEM SERVICE	1,590.00
PRIDE HOME SERVICES	2024/11/06 IRRIGATION SYSTEM WINTERIZATION	180.00
PROTECH PEST CONTROL	2024/11/01 PEST CONTROL	199.80
SELDIN LLC	MANAGEMENT FEES	1,450.00
STERICYCLE, INC	2024/11/30M SERVICE	180.85
TAILORED LAWN, INC	2024/11/04 WEED CONTROL	700.00
USG	CONTRACTOR ADJ DOOR PIVOT, CHECK FOR FIRE SPRINKLER LEAK	1,638.64
USG	FIRE SPRINKLER LEAK, ALARM IN STE 210, BFP LIGHTS, OIL DRY	1,121.02
USG	SNAKED AND CLEARED WOMEN'S RESTROOM	299.60
USG	STE 210 LOCKED OUT	117.70
USG	2024/09/11 MONTHLY ELEVATOR INSPECTION	112.10
USG	REPLACED FLUSHOMETER	126.26
USG	2024/10/01 MONTHLY ELEVATOR INSPECTION	154.90
USG	MET WITH VNA, CONTACTED MMC	417.30
WATERLINK INC	2024/11/30M WATER TREATEMENT SERVICE	431.63
		\$ 31,312.07

BELLEVUE BAY INDOOR WATERPARK

HILTON GARDEN INN	PC-LODGING FOR WATERPARK VISIT-D GOEDEKEN, H JOHNSON, M CHRISTENSEN, T KING, T PALM	1,851.27
HILTON HOTELS & RESORTS	PC-LODGING-H JOHNSON	1,290.92
OMAHA EPPLEY AIRFIELD	PC-PARKING	96.00
		\$ 3,248.19

WASTEWATER

AMAZON.COM, LLC	PC-CLEANING SUPPLIES, OFFICE SUPPLIES	284.94
AMERICAN NATIONAL BANK	ACCOUNT ANALYSIS CHARGE	38.36
ARMOR EQUIPMENT	INLINE SPRAY GUN	250.00
AT&T MOBILITY	2024/12/08-2025/01/07 MONTHLY SERVICE	655.88
CENTURY LINK	2024/10/22-11/21 MONTHLY SERVICE	76.29
CENTURY LINK	2024/11/22-12/21 MONTHLY SERVICE	667.68
CENTURY LINK	2024/12/04-2025/01/03 MONTHLY SERVICE	64.12
CHARLES MACHINE WORKS, INC	TRAKSTAR REPAIR	3,850.42

MINUTE RECORD

CLAIMS FOR 2025/01/07

PAGE 11

WASTEWATER (cont'd)

COX BUSINESS SERVICES	2024/12/31M MONTHLY SERVICE-CREDIT	(67.95)
COX BUSINESS SERVICES	2024/12/04-2025/01/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2024/12/12-2025/01/11 MONTHLY SERVICE	208.00
DAY ELECTRIC SERVICE, INC	EMERGENCY POWER POLE REPLACEMENT-LS #6	2,526.26
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2024/11/30M	1,110.00
EMPLOYEE BENEFIT SYSTEMS	2024/12/31M HEALTH INSURANCE	16,040.24
J & J SMALL ENGINE SERVICE	PC-STARTER ASSEMBLY, PARTS	267.22
KERSTEN PRECAST CONCRETE LLC	PRO-STICK, SEWER JOINT COMPOUND, RISERS	2,327.00
MENARDS	PC-SAFETY GLASSES, SUPPLIES, WATER, GLOVES, TOOLS, LINKS, SHACKLES, TARP, COUPLINGS	618.90
METROPOLITAN UTILITIES DIST	2024/11/05-12/05 MONTHLY SERVICE	608.65
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY MARKING PAINT	184.68
NAPA AUTO PARTS	PC-BLOW GUN, FILTERS, SPARK PLUGS	60.15
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	2,626.68
OMAHA PUBLIC POWER DISTRICT	2024/10/22-11/20 MONTHLY SERVICE	1,478.67
OMAHA PUBLIC POWER DISTRICT	2024/10/23-11/21 MONTHLY SERVICE	569.14
PRECISE MRM LLC	2024/11/30 FLAT DATA PLAN	69.00
RELIANCE STANDARD INSURANCE	2024/12/31M DENTAL INSURANCE	564.88
RJN GROUP INC	2024 GIS UPDATES THRU 2024/11/29	21,787.50
UMB BANK - TRUST OPERATIONS	1064 WW REV BONDS 6/28/18 \$2,655,000 PRIN	135,000.00
UMB BANK - TRUST OPERATIONS	1064 WW REV BONDS 6/28/18 \$2,655,000 INT	16,953.75
WESTLAKE ACE HARDWARE	PC-KEYS	19.95
	\$ 209,060.41	

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	22.70
	\$ 22.70	

COMMUNITY BETTERMENT

ABBY HIGHLAND	2024/11/30M CDBG CONSULTANT FEE	3,425.00
ABBY HIGHLAND	2024/12/02-12/06 CDBG CONSULTANT EXPENSES	1,379.79
HABITAT FOR HUMANITY OF SARPY	2024/09/06-12/02 HOME REPAIR 3716 GREEN AVE	13,863.00
LIFT UP SARPY COUNTY	2024/10/31-11/30 SARPY COMMUNITY RESPONSE	9,998.77
	\$ 28,666.56	

G.O. BONDS

UMB BANK - TRUST OPERATIONS	0185420403 SID 269-19 GORB 6/15/19 \$280,000 PRIN CALL 12/25	10,000.00
UMB BANK - TRUST OPERATIONS	0185420403 SID 269-19 GORB 6/15/19 \$280,000 INT CALL 12/25	3,873.75
UMB BANK - TRUST OPERATIONS	1066 PSTABs 4/30/19 \$5,545,000 PRIN	230,000.00
UMB BANK - TRUST OPERATIONS	1066 PSTABs 4/30/19 \$5,545,000 INT	70,425.00
	\$ 314,298.75	

TOTAL CLAIMS FOR 2025/01/07

\$ 2,944,163.27

TOTAL PAYROLL FOR 2024/12/20

\$ 1,808,616.41

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 1

MAYOR

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	46.43
JEREMY JOHNSON PHOTOGRAPHERS	BUSINESS PORTRAIT-J COLLINS	95.00
		<u>\$ 141.43</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	92.86
CAPITAL BUSINESS SYSTEMS, INC	2024/11/20-12/19 PRINTER EXPENSE	228.64
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	31.50
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	85.72
		<u>\$ 438.72</u>

CITY COUNCIL

J P COOKE COMPANY	NAME PLATE FOR NEW COUNCIL MEMBER	27.41
		<u>\$ 27.41</u>

LEGAL

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	139.29
		<u>\$ 139.29</u>

CABLE ADVISORY

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	46.43
COX BUSINESS SERVICES	2024/12/19-2025/01/18 MONTHLY SERVICE	9.04
		<u>\$ 55.47</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2024/11/26-12/25 COPIER EXPENSE	169.25
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	15.75
INFOSAFE SHREDDING	ON SITE SHREDDING SERVICE	30.00
SOUTHEAST AREA CLERK ASSOCIATION	2025/01/01-12/31 MEMBERSHIP DUES-KLUTHE, HARBIN	20.00
		<u>\$ 235.00</u>

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	224.99
CAPITAL BUSINESS SYSTEMS, INC	2024/11/21-12/20 PRINTER EXPENSE	16.33
CAPITAL BUSINESS SYSTEMS, INC	2024/11/09-12/08 PRINTER EXPENSE	14.74
CAPITAL BUSINESS SYSTEMS, INC	2024/11/20-12/19 PRINTER EXPENSE	237.49
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	15.75
INDOFF, INC	COPY PAPER	459.90
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-J NIEMIER	188.99
		<u>\$ 1,188.19</u>

LIBRARY

BAKER & TAYLOR, LLC	VOX AUDIO BOOKS	395.64
CAPITAL BUSINESS SYSTEMS, INC	2024/11/30-12/30 COPIER EXPENSE	141.67
CENGAGE LEARNING, INC	BOOKS	51.98
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	47.24
INGRAM LIBRARY SERVICES	BOOKS	2,069.52
MATRIX BUSINESS SYSTEMS INC	2024/11/30-12/30 COPIER EXPENSE	13.79
RUFF WATERS	2024/12/31M AQUARIUM MAINTENANCE	396.79
RUFF WATERS	2024/11/30M AQUARIUM MAINTENANCE	456.78
SCOTT WELCH	2025/01/31M WEB HOSTING & SUPPORT	125.00
SECURITY EQUIPMENT INC	INSTALL FOB READERS FOR MAKERSPACE 50%	984.50
SECURITY EQUIPMENT INC	INSTALL FOB READERS FOR MAKERSPACE FINAL 50%	984.50
TRED-MARK COMMUNICATIONS	ADD 2 DATA FOR HDMI EXTENDERS	625.50
VERIZON WIRELESS	2024/12/17-2025/01/16 MONTHLY SERVICE	120.03
		<u>\$ 6,412.94</u>

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 2

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	139.29
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	15.75
COLUMN SOFTWARE, PBC	LEGAL AD	10.91
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	FIRE CAPTAIN TEST MATERIAL	8,310.00
INFOSAFE SHREDDING	ON SITE SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	290.40
UPS	PAYROLL PROCESSING	81.30
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	1,465.21
		<u>\$ 10,342.86</u>

CODE ENFORCEMENT

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	432.35
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	15.75
CLAYTON GRUHN	CUT DOWN TWO TREES-JANAN DR	2,895.00
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	615.09
		<u>\$ 3,958.19</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION 2024/11/18-12/15	7,990.06
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	432.35
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	47.24
MATRIX BUSINESS SYSTEMS INC	2024/12/31M COPIER EXPENSE	144.53
MIDWEST PETROLEUM EQUIPMENT	NO SITE FUEL CONNECTION, NORTH SHOP FUEL TANK-NOT CONNECTING	1,582.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY TANKS	3,689.21
ONE CALL CONCEPTS	2024/12/31M LOCATES	775.76
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	39.06
		<u>\$ 14,700.21</u>

PARKS

A-RELIEF SERVICES	2024/12/08-2025/01/04 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2024/12/30M PORTABLE RESTROOM-AHP	327.00
A-RELIEF SERVICES	2024/11/30-12/27 PORTABLE RESTROOMS-CHURCH	199.00
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	86.47
CAPITAL BUSINESS SYSTEMS, INC	2024/11/18-12/17 COPIER EXPENSE	18.09
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	15.75
PAPILLION SANITATION	DUMPSTER RENTAL FOR SO SHOP	532.22
PRIDE HOME SERVICES	BPW-250116 HAWORTH PARK BALLFIELD SPRINKLER SYSTEM	50,000.00
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	1,017.71
		<u>\$ 52,395.24</u>

RECREATION

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	132.90
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	125.98
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	341.19
		<u>\$ 600.07</u>

FACILITY MAINTENANCE

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	139.29
BIG INK	UNIFORM EMBROIDERY-CHANDLER, RUSH	54.00
BIG RED LOCKSMITHS	DUPLICATE KEYS, PASSAGE LEVER	253.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	935.41
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	47.24
COMMERCIAL RECREATION SPECIALISTS	HOP COVER REPLACEMENT FOR LOOKINGGLASS SPLASH PAD	2,520.00
CONTROL MASTERS, INC	REPLACE WATER VALVE-BPD, REPLACE HEAT SENSOR-BPD, HP SHORT CYCLING, REPROGRAMMING	4,397.73
ENGINEERED CONTROLS	REPAIR CONTROLLER-FIRE TRNG SITE	478.00
HD SUPPLY formerly Home Depot Pro	PAST DUE INVOICES FOR JANITORIAL SUPPLIES	2,719.34
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	375.60
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	17.25

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 3

FACILITY MAINTENANCE (cont'd)

JACKSON SERVICES, INC	DOOR MAT SERVICE	287.17
MICHAEL BECCARD	REIMB FOR CDL	64.00
MIDWEST MUDJACKING	RAISE AND STABILIZE WALKWAY-DIST 1	1,700.00
OMAHA DOOR & WINDOW COMPANY, INC	HOLLOW METAL FOR DOOR-PARKS	276.00
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	38.81
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	78.83
ROCHESTER MIDLAND CORPORATION	2025/01/31M WATER ENERGY TEAM FIXED BILLING	370.00
TRICO MECHANICAL SERVICES	HEAT SERVICE	1,658.87
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	462.32
		\$ 16,872.86

CEMETERY

A-RELIEF SERVICES	2024/11/30-12/27 PORTABLE RESTROOMS-CEMETERY	199.00
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2025/01/06-02/05 COPIER EXPENSE	15.45
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	12.52
COX BUSINESS SERVICES	2024/12/22-2025/01/21 MONTHLY SERVICE	91.99
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	290.49
		\$ 655.88

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING-MISSION AVE 2024/11/18-12/15	73,750.64
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING-MISSION AVE 2024/10/21-11/17	80,403.15
AMERICAN CONCRETE PRODUCTS CO	RIGHT INLET COVERS (5)	11,700.00
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	272.19
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	110.23
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	REPLACE DOWN POLE-2ND TIME-CAPEHART & KY FRWY	16,153.43
CROW LAWN CARE LLC	2024/11/11-11/27 ROW MOWING-CYCLE 12	10,992.35
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HIL DEV 2024/12/01-12/28	32,873.66
INDEPENDENT SALT CO	SALT/ICE CONTROL	24,575.40
KERSTEN PRECAST CONCRETE LLC	RISERS	1,230.00
METRO LEASING	8748 METRO LEASE-2024/12/26 INT'L TRUCKS (6)	26,953.86
MID-AMERICAN SIGNAL	MATRIX SENSOR, CABINET DEVICE, RACK CARD, SOLID SIGNAL HEAD COVERS	17,262.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2024/11/09-12/20	1,875.00
MURPHY TRACTOR	JD LOADER & ACCESSORIES 1DW624PAVSLX24679	388,880.00
OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	48.61
OMAHA PUBLIC POWER DISTRICT	2024/11/19-12/19 MONTHLY SERVICE	165.68
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	290.59
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/26 MONTHLY SERVICE	9,797.84
OMAHA PUBLIC POWER DISTRICT	2024/11/26-12/30 MONTHLY SERVICE	92,908.14
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHT-HWY 370 & KY FRWY	5,251.82
READY MIXED CONCRETE COMPANY	CONCRETE	9,328.82
ROGER WITKOVSKI	REIMB FOR USE OF PERSONAL CARD FOR MAILING	16.59
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	6,137.37
		\$ 810,977.37

FLEET MAINTENANCE

911 CUSTOM, LLC	BRAKE/TAIL/TURN LIGHT, PRISONER TRANSPORT SYSTEM, INTERCEPTOR VSX CONSOLE, SIREN SYSTEM	40,956.58
ALLIED OIL & TIRE COMPANY	OIL, DEF FLUID, DEXRON	3,193.88
ARNOLD AUTO	STEEL PRE-TAPED WEIGHTS	23.10
ARROW TOWING	TOW FOR ST348	350.00
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	BRAKLEEN, RAYBESTOS PARTS, PLEWS PARTS, KURT PARTS	1,448.30
BAUER BUILT TIRE & SERVICE	TIRES	12,838.11
CAPITAL BUSINESS SYSTEMS, INC	2024/11/20-12/19 PRINTER EXPENSE	64.52
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	62.99
FACTORY MOTOR PARTS CO	SENSOR-EXHAUST GAS, GASKET	59.40
HENDERSON PRODUCTS, INC	FLOWMETER SENSORS FOR PLOW TRUCKS	527.32
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	82.50
INDOFF, INC	CALENDARS, MOUSE PADS, OFFICE SUPPLIES	101.23

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 4

FLEET MAINTENANCE (cont'd)

LOGAN CONTRACTORS SUPPLY	HYDRAULIC FILTER, BURNER NOZZLE	81.64
MATHESON TRI-GAS INC	FAB WELDER, CONNECTORS, CABLE	12,185.37
MICHAEL TODD INDUSTRIAL SUPPLY	CUTTING EDGES FOR PLOW TRUCKS	27,652.63
MOTOROLA SOLUTIONS, INC	ANTENNAS FOR STOCK	383.30
NAPA AUTO PARTS	AIR, OIL, FUEL & HYDRAULIC FILTERS, FITTINGS, BOLTS, ROTORS	2,483.87
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NYLON LOCK NUT, TY-RAP, SCREWS	63.61
PAUL LUCHT & SONS, INC	ALIGNMENT & SERVICE	2,528.79
RIVER CITY RECYCLING/METRO	TIRES DISPOSAL	280.00
TOYNE, INC	SURGE TANK ENG41	2,013.44
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	552.90
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	329.73
WOODHOUSE PLATTSMOUTH	N-LINK	34.78
		<u>\$ 108,344.42</u>

PLANNING

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2024/11/18-12/17 COPIER EXPENSE	39.09
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	31.50
COLUMN SOFTWARE, PBC	LEGAL AD	20.73
		<u>\$ 137.75</u>

PERMITS & INSPECTIONS

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	599.19
CAPITAL BUSINESS SYSTEMS, INC	2024/11/18-12/17 COPIER EXPENSE	218.76
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	31.50
CORNHUSKER AUTO WASH	2024/12/31M CAR WASH 1548505	18.69
MIDLANDS PRINTING	BUSINESS CARDS-FELTON, BECKER	204.55
RED WING BUSINESS ADVANTAGE	SAFETY SHOES - T WIEDUWILT	188.99
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	1,031.21
		<u>\$ 2,292.89</u>

POLICE

AMAZON WEB SERVICES, INC	2024/12/31M AMAZON WEB SERVICE	945.66
A-RELIEF SERVICES	2024/12/12-2025/01/08 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	6,499.89
AUTO BODY AUTHORITY	TOW CHARGE-UNIT 609, REPAIR FRONT BUMPER-UNIT 105	1,947.55
AVERY L LOSCHEN	2025/02/28M RENT FOR K9 BUILDING	1,300.00
BEARDMORE CHEVROLET	INSTALL REMOTE START-UNIT 118	340.75
CAPITAL BUSINESS SYSTEMS, INC	2024/11/17-12/16 COPIER EXPENSE	130.35
CAPITAL BUSINESS SYSTEMS, INC	2024/11/17-12/16 COPIER EXPENSE	10.00
CAPITAL BUSINESS SYSTEMS, INC	2024/11/17-12/16 COPIER EXPENSE	174.80
CAPITAL BUSINESS SYSTEMS, INC	2024/11/17-12/16 COPIER EXPENSE	28.49
CCAP AUTO LEASE	2025/01/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	251.96
CHRISTIAN ISAAC NEGRETE RIVAS	REFUND FROM PROPERTY & EVIDENCE	7,115.00
CITY OF COUNCIL BLUFFS	2024/12/26 POLICE TRAINING FACILITY	100.00
CITY OF COUNCIL BLUFFS	2025/01/03 POLICE TRAINING FACILITY	100.00
CLYDE ARMORY	BATTERY ASSIST DEVICE B.A.D. LEVER, FREIGHT	140.00
CROW LAWN CARE LLC	2024/08/12-12/20 LEGAL FEES-CODE ENFORCEMENT	5,985.52
CULLIGAN OF OMAHA	2024/12/31M BOTTLED WATER, WATER COOLER RENTAL	438.30
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	12.41
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FOR RECORDS	34.50
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICE	1,000.00
GALL'S, LLC	SENTRY BATONS, BLACK CHROME (5), HANDCUFF CASES (5), GAS MASK CARRIERS (9)	968.37
GREAT PLAINS UNIFORMS	BALLISTIC VEST (3), ARMOR CARRIER, TACTICAL SHIRTS,	4,332.89
HOPE VALENTINE, LLC	2024/12/31M MENTAL HEALTH -3 HOURS	450.00
HYUNDAI MOTOR FINANCE	2025/01/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 5

POLICE (cont'd)

ICE MILLER LLP	2024/08/31 FOR SERVICES RENDERED	1,979.10
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.33
JOE MILOS	REIMB PER DIEM FOR TRAINING	147.50
JOHN E STUCK	REIMB PER DIEM FOR CONFERENCE	265.50
KELLER SEEDING & SUBCONTRACTING	2025/01/01-12/31 GUN RANGE LEASE	10,000.00
MATRIX BUSINESS SYSTEMS INC	2024/12/31M COPIER EXPENSE	234.53
PCAN -NEBRASKA	2025/01/01-12/31 MEMBERSHIP DUES-CLARY, JASHINSKE	200.00
PEPPERBALL	PEPPERBALL TAC-SA PRO LAUNCHERS	1,883.00
PORTABLE COMPUTER SYSTEMS, INC	2024/12/01-2025/11/30 (25) SECURE ACCESS	2,839.25
SERV-PRO OF SARPY COUNTY	BOARD UP SERVICE-1 503 BUCK DR	1,531.44
THOMSON REUTERS - WEST	2024/12/31M ONLINE SOFTWARE SUBSCRIPTION	231.00
TX PAPHILLION LLC	2024/12/31M CAR WASHES (2)	29.99
U.S. CELLULAR	2024/12/09-2025/01/08 MONTHLY SERVICE	88.56
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	592.00
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	12,410.61
V & V MANUFACTURING	BELLEVUE POLICE BADGE	127.95
VERIZON WIRELESS	2024/12/24-2025/01/23 MONTHLY SERVICE	897.53
ZOMBIE TACTICAL	SILENCER FOR SWAT RIFLE	600.00
		\$ 68,233.42

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	239.01
AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	1,942.38
AVI SYSTEMS	PORT SWITCHES, ENGINEERING & PROGRAMMING	22,863.00
B STREET COLLISION LINCOLN NORTH, LLC	VEHICLE REPAIRS	4,104.32
BOUND TREE MEDICAL, LLC	2.5 LCD COLOR DISPLAY, RESCUE EQUIP & SUPPLIES, MEDICAL SUPPLIES (PHARMACY)	9,417.48
BRIAN KOST	REIMB FOR SERVICE	50.00
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	125.97
COX BUSINESS SERVICES	2025/01/01-31 MONTHLY SERVICE	115.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-Z JOHNSON, B KALLHOFF	419.94
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIRS-DIST 2	2,178.67
JULIE BUMPUS	REIMB FOR SERVICE	100.02
KFT FIRE TRAINER, LLC	EMERGENCY SERVICE-GAS SENSOR-TOWER	5,400.00
MACQUEEN EQUIPMENT, LLC	FIRE HELMET, LADDER PRONG FEET	559.95
MARCO TECHNOLOGIES, LLC	2024/11/27-12/26 COPIER EXPENSE	68.60
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/26 MONTHLY SERVICE	33.08
PAMELA ROBERTS	REIMB FOR SERVICE	90.02
PATRICIA GLYN	REIMB FOR SERVICE	43.69
ROBERT BOSAK	REIMB FOR SERVICE	875.92
SHARON CRAWFORD	REIMB FOR SERVICE	102.50
TELEFLEX FUNDING, LLC	EZ-IO POWER DRIVER	299.00
TRANSNET, LLC	2024/11/29-12/15 TRANSCRIPTION SERVICE	548.02
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	6,683.17
WAYNE ELMORE	REIMB FOR SERVICE	703.53
WILLIAM VANDUSEN	REIMB FOR SERVICE	200.00
ZOLL DATA SYSTEMS INC	2025/02/28M ZOLL BILLING	1,654.80
		\$ 58,818.07

NON-DEPARTMENTAL/CONTRACTS

AMERICAN FENCE COMPANY	REPLACE CHAIN LINK FENCE-NO SHOP DUE TO WIND STORM	7,445.00
CENTURY LINK	2024/11/20-12/19 MONTHLY SERVICE	77.14
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	512.73
LOCKTON COMPANIES, LLC	2025/01/31M WELLNESS CONSULTING FEE	1,875.00
METRO LANDSCAPE MATERIALS AND NEBRASKA EMERGENCY MANAGEMENT AGENCY	GRIND TREE PILE-CEDAR ISLAND	40,000.00
	REIMB PARADISE LAKES-L&J ASSET HOLDINGS	5,000.00
SARPY COUNTY COURT HOUSE	2025/02/28M ANIMAL CONTROL	17,530.00
TASC - TOTAL ADMINISTRATIVE	2025/03/31Q FSA ADMIN FEES	2,126.25
TASC - TOTAL ADMINISTRATIVE	2025/01/01-12/31 RENEWAL FEE	300.00
TRISTAR	2025/03/31Q CLAIMS ADMIN FEES	3,881.25
		\$ 78,747.37

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 6

INFORMATION TECHNOLOGY

CPI TELECOM	2024/11/21-2025/11/04 ANNUAL SERVICE AGREEMENT	6,368.13
DELL MARKETING L.P.	4 OPTIPLEX COMPUTERS, POWER EDGE SERVER	9,143.00
MOTOROLA SOLUTIONS, INC	RADIO PARTS-BATTERY PACK, CONNECTOR-PLUG	257.12
ONE CALL CONCEPTS	2024/12/31M LOCATES	0.80
SECURITY EQUIPMENT INC	CARD READER RELOCATIONS	2,855.00
SHEPPARD'S BUSINESS INTERIORS, INC	BALANCE DUE FOR CUBICLES	5,947.99
TESSCO	MALE CONNECTOR, OMNI ANTENNA	211.99
TJ CABLE	2024/12/31M LOCATES	50.00
TRED-MARK COMMUNICATIONS	2024/11/18-11/20 INSTALLED FIBER-DIST 3	2,750.00
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	344.33
		\$ 27,928.36

BELLEVUE BAY INDOOR WATERPARK

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

2206 LONGO DR

C&E INDUSTRIES	2024/11/30M JANITORIAL SERVICE	3,991.10
CBRE, INC - VALUATION & ADVISORY SERVICES	LEASE COMMISSION FOR BELLEVUE'S FAMILY PRACTICE	11,276.51
CENTURY LINK	2024/12/04 - 2025/01/03 MONTHLY SERVICE	134.90
CERRIS SYSTEMS NORTH CENTRAL, INC	INSTALL DIFFUSERS FOR DROP CEILING IN STATE FARM STE	4,996.00
CERRIS SYSTEMS NORTH CENTRAL, INC	VA BREAKROOM NOT COOLING	1,615.85
CINTAS LOCATION #749	MATS	459.95
COX BUSINESS SERVICES	2024/11/27-12/26 MONTHLY SERVICE	147.00
CZECH SPECIALTIES, LLC	INSTALLATION OF GRID CEILING	4,678.00
CZECH SPECIALTIES, LLC	LEASEHOLD IMPROV - PATCHED SMALL DRYWALL DAMAGE	575.00
ELECTRICAL CONTRACTORS, INC	REPAIR OUTSIDE LIGHTS	1,525.36
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	281.24
MARK'S CARPET CLEANING	EMERGENCY WATER EXTRACTION	1,968.80
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE - GAS	454.91
METROPOLITAN UTILITIES DIST	2024/11/02-12/04 MONTHLY SERVICE - WATER & SEWER	1,077.17
OMAHA PUBLIC POWER DISTRICT	2024/10/24-11/21 MONTHLY SERVICE	5,943.03
PAPILLION SANITATION	2024/12/31M SERVICE	359.30
PROTECH PEST CONTROL	2024/12/02 PEST CONTROL	149.30
*** ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2024/11/30	167,522.40 ***
SECURITY EQUIPMENT INC	VIDEO MANAGEMENT SERVER, SVC AGREEMENT, CAMERA SYSTEM, READER ADDITIONS, PANIC BUTTONS, MONITORING - LIBRARY	21,654.12
SELDIN LLC	APPFOLIO FEES FOR 12.1	40.10
SELDIN LLC	LEASE COMMISSION FOR DEPT OF VETERAN'S AFFAIRS RENEWAL	32,197.50
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	APPFOLIO FEES FOR 10.1 AND 11.1	69.72
STERICYCLE, INC	2024/12/31M SHREDDING SERVICE	180.85
TITANIUM FIRE SPRINKLER COMPANY	LEAK IN THE SYSTEM	1,415.00
USG	CLEARED SINK DRAIN IN 124	182.76
USG	CONTRACTOR TO DO CUSTOM HINGE & LOCK LOCATIONS	1,996.62
USG	MAINTENANCE OT 11/24	427.57
USG	PICKED UP EXTRA CEILING TILES AND PUT IN MAINTENANCE ROOM	117.70
USG	REPLACED KEYPAD LOCK	479.64
USG	REPLACED LIGHT BULBS - ATHLETICO	526.63
USG	WALKTHROUGH WITH VA	143.38
USG	WOMEN'S RESTROOM TOILET CLOGGED	117.70
USG	CEILING LEAK FROM FIRE SPRINKLER SYSTEM	374.50
USG	REPLACED LIGHT BULBS	117.70
USG	PICKED UP SUPPLIES, REPLACED FLUSH VALVE AND SUPPLY LINE	275.59
USG	FLOOD IN LOBBY FROM AC UNIT	117.70
WATERLINK INC	2024/12/31M WATER TREATEMENT SERVICE	431.63
		\$ 269,472.23

Subject to approval of Current Business 16.o.

MINUTE RECORD

CLAIMS FOR 2025/01/21

PAGE 7

WASTEWATER

AT&T MOBILITY	2024/11/22-12/21 MONTHLY SERVICE	690.06
CENTURY LINK	2024/12/13-2025/01/12 MONTHLY SERVICE	218.36
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	590.98
COX BUSINESS SERVICES	2024/12/18-2025/01/17 MONTHLY SERVICE	92.49
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB PACKAGE 2024/12/31M	7,430.00
HDR ENGINEERING, INC	BPW-211123 HAWORTH WW COLLECTION SYST 2024/12/01-12/28	4,004.09
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2024/11/03-12/28	226.23
HDR ENGINEERING, INC	BPW-250115 TWIN CREEK EVALUATION 2024/12/10- 12/28	1,340.96
RJN GROUP INC	2024 GIS UPDATES THRU 2024/12/27	17,207.50
US BANK VOYAGER FLEET SYSTEMS	2024/11/30M FUEL PURCHASES	2,150.67
		<u>\$ 33,951.34</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/11/26-12/26 MONTHLY SERVICE	100.19
		<u>\$ 100.19</u>

FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2024/12/22-2025/01/21 MONTHLY SERVICE	621.51
		<u>\$ 621.51</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 147 GORB'S SERIES 2018 \$935,000 (ANNEXED 5/2/2019)	9,017.50
UMB BANK - TRUST OPERATIONS	SID 265 GORB'S SERIES 2019 (NE) \$1,400,000 (ANN 10/1/2019)	17,223.75
		<u>\$ 26,241.25</u>

TOTAL CLAIMS FOR 2025/01/21	<u>\$ 1,606,529.93</u>
TOTAL PAYROLL FOR 2025/01/03	<u><u>\$ 1,962,066.44</u></u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8a.
1/21/2025

COUNCIL MEETING DATE: 1/21/2025		SUBMITTED BY: Council President Rich Casey	
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:

Assignment of City Council Members to Committees and Task Forces.

SYNOPSIS/BACKGROUND:

Committees are established to study issues and make recommendations to the council as a whole on specific subject matters related to city operations. Following the departure of Council Member Cook, Ward reassignment of Council Member Welch to Ward 3, and appointment of Council Member Collins to Ward 4, there is a need to assign/reassign Council Members to the various committees.

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 all City Council Member committee assignments as listed in the attached Council Committee and Task Force Assignments sheet, effective January 1, 2025.

ATTACHMENTS:

1. Council Member Committee and Task Force Assignments 2025	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: _____

Janice Willis
[Signature]
[Signature]

Council Member Committee and Task Force Assignments 2025

Don Preister	Thomas Burns	Kathy Welch	Jerry McCaw	Rich Casey	Julie Collins
Audit Committee (End of Term 12/2026)			Audit Committee (End of Term 12/2025)	Audit Committee (End of Term 12/2025)	
Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)
		Budget Committee (End of Term 3/1/2026)	Budget Committee (End of Term 3/1/2027)	Budget Committee (End of Term 3/1/2025)	
			Hard Surface Committee (End of Term 12/2026)	Hard Surface Committee (End of Term 12/2026)	Hard Surface Committee (End of Term 12/2028)
Tree Board (End of Term 12/2028)					
	Design Review Board Alternate (End of Term 12/2027)	Design Review Board (End of Term 12/2027)	Eastern Sarpy County Fire District Joint Committee (Term expires upon leaving CC seat)	Board of Health (Term expires upon expiration of CC President term)	

Committee Terms

- Audit - 2 yrs
- Board of Equalization - End of elected term
- Board of Health - End of President's term
- Budget - 4 years (staggered)
- Design Review - 3 years
- Hard Surface - End of term
- Tree Board - 4 years




We Influence The World!

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

*8b.
1/21/2025

MEMO

To: Council President Rich Casey & Council Members

From: Rusty Hike, Mayor 

Subject: Appointment to the Bellevue Planning Commission

Date: January 8th, 2025

Please consider the following for appointment to the Bellevue Planning Commission he will serve the remaining term of Leland Jacobson ending August 2025.

Bruce Yoder
522 Bellevue Blvd N
Bellevue, NE 68005
402-880-0827

Also, please consider for reappointment to the Bellevue Board of Adjustment for a three-year term ending February 2028.

Maria Conte
2513 Lynnwood Drive
Bellevue, NE 68123
402-734-0758

Brad Anderson
605 N Bellevue Blvd
Bellevue, NE 68005
402-292-5315

Karl Crompton
13723 S 14th St
Bellevue, NE 68123
290-6265

Nick Petersen
13404 S 44th St
Bellevue, NE 68123
402-960-7191

Rob Klug (Alternate)
2002 Geri Circle
Bellevue, NE 68147
402-659-9714


*8c.
1/21/2025



We Influence The World!

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

MEMO

To: Council President Rich Casey & Council Members
From: Rusty Hike, Mayor 
Subject: Appointment to the Bellevue Planning Commission
Date: January 8th, 2025

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402-960-7191

Rob Klug (Alternate)
2002 Geri Circle
Bellevue, NE 68147
402-659-9714

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/21/2025		SUBMITTED BY: Finance, CDBG	
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:

Approve the reappointment of Kelly McCaw and Susan Hester to the CDBG Committee.

SYNOPSIS/BACKGROUND:

Each Council Member recommends an appointee to fill a position on the CDBG Committee, and two appointed terms expire in February 2025. Susan Hester has been nominated for reappointment by Councilman Burns, and Kelly McCaw has been nominated for reappointment by Councilman McCaw. The CDBG Committee was created to assist the CDBG Program Specialist with the annual application process by reviewing applications, hearing presentations, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee funding recommendation is then presented to the City Council for consideration.

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 the reappointment of Kelly McCaw and Susan Hester to the CDBG Committee for a three-year term.

ATTACHMENTS:

1. <input type="text" value="McCaw Appointment Form"/>	2. <input type="text" value="Hester Appointment Form"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Williams
[Signature]
[Signature]



City of Bellevue

Finance Department

210 W Mission Ave • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Susan Hester

Street Address: 403 Dennis Drive

City, St, Zip: Bellevue, NE 68005-3340

Home Phone: ~~402-291-0962~~ ^{Cell} Other Phone: 402-651-0328

E-mail: susan.hester.bps@gmail.com

Best way to contact appointment: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Resident of Bellevue since 1973.

Retired BPS teacher.

Currently on the BPS Foundation Board. *President of the BPS Foundation board.*

Currently the director of Nebraska Science Olympiad.

Trustee on the ENCAP board.

Member Bellevue Kiwanis.

Member Bellevue Woman's Club.

Submitted by: Thomas Burns Date: 01/22/2018



An Equal Opportunity/Affirmative Action Employer



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 1/21/2025		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:

Application for addition to current Class "C" Liquor License for W & P Enterprises dba "Pat & Wally's" at 701 Galvin Road S. Suite 114.

SYNOPSIS/BACKGROUND:

Application for addition to current Class "C" Liquor License for W & P Enterprises dba "Pat & Wally's" at 701 Galvin Road S. Suite 114. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an addition to the current Class "C" Liquor License for W & P Enterprises dba "Pat & Wally's" at 701 Galvin Road S. Suite 114.

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:



APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: December 11, 2024 Due to City Clerk: December 20, 2024

Applicant: W & P Enterprises Inc.

Location/Address: 701 Galvin Road South Suite 114

Requested Action:

Recommend approval of an addition to licensed area on current Class "C" Liquor License for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114.

There is no need for a background check on individual. Just note if you have any concerns with the addition.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	_____	_____
2.	_____	_____

Comments:

No comments or concerns from Police.

Signature of Reviewer: Cpt. K. Stroder

Date: 12-11-24



Application Copy

File Number: 65341

AMENDMENT TYPE

Addition to Licensed Area

APPLICATION DATE RECEIVED

2024-12-10

PREMISES TYPE

Converted

PREMISES NAME

PAT & WALLY'S

OPERATOR

W & P ENTERPRISES INC

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2027-12-31

PHYSICAL ADDRESS

701 GALVIN RD S STE 114
BELLEVUE, NE 68005-2206

MAILING ADDRESS

701 GALVIN RD S STE 114
BELLEVUE, NE 68005-2206

CONTACT NAME

WALLRAFF, DENNIS K

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 291-9215

ALTERNATE PHONE

(402) 598-9627

FAX

EMAIL

brandon.wallraff@yahoo.com

PREMISES MANAGER

DENNIS K WALLRAFF

QUESTIONS

Class C Beer, Wine Spirits On an

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

47Ft, 38ft

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

47ft, 57ft

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.

Additional business space for the bar to include pool tables and additional seating for guest.

4. Is there an outdoor area?

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

No

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

No

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

1

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

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	P&W Layout 3 Bays.pdf	
Lease / Deed / Purchase Agreement	W&P 9th Amendment.docx.pdf	

APPLICANT

BRANDON WALLRAFF

DECLARATION

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

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

NINETH LEASE AMENDMENT

9/15/2023

This Ninth Lease Amendment is made and entered into this ____ day of _____, 2023 by and between College Plaza, LP ("Landlord"), and W & P, Inc., a Nebraska Corporation ("Tenant").

PRELIMINARY STATEMENT

On April 10, 2006, Landlord's predecessor in interest and Tenant entered into a Shopping Center Lease (the "Initial Lease") which covers certain leased premises of Tenant in American Plaza Shopping Center in Bellevue, Nebraska and Tenant's use thereof. The leased Premises are comprised of approximately 2,000 square feet, located at 701 Galvin Road South, Bay No. 114 & 115, Bellevue, Nebraska 68005 (the "Premises"), as more fully described in the Lease. Landlord's predecessor in interest and Tenant entered into the First Lease Amendment on August 26, 2008 which extended the Lease, the Second Lease Amendment on September 16, 2011, the Third Lease Amendment on February 4, 2014, the Fourth Lease Amendment on October 5, 2016, the Fifth Lease Amendment on August 31, 2017, the Sixth Lease Amendment on August 31, 2018, the Seventh Lease Amendment on September 9, 2019 and the Eighth Lease Amendment on May 1, 2022 which extended the current term of the Lease which expired April 30, 2024.

Both Landlord and Tenant have agreed to extend the term of the Lease for an additional period of three (3) years and seven (7) months under the terms and conditions expressed in this Ninth Lease Amendment.

For purposes of evidencing their agreement, Landlord and Tenant have enter into this Ninth Lease Amendment.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in the portion of the Ninth Lease Amendment, and other valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant, each of them, hereby agree as follows:

1. The Term of the Lease shall be extended for a period of three (3) years and seven (7) months ("Ninth Extension Period"), beginning May 1, 2024, and terminating at 11:59 P.M. on December 31, 2027.
2. The Minimum Annual Rent during the Ninth Extension Period shall equal \$11.25 per SF paid at \$1,875.00 per month totaling \$22,500.00 per year.

The Minimum Rent is payable on the first day of each calendar month during such Ninth Extension Period.

3. The terms used in this Ninth Lease Amendment shall have the same meaning as ascribed to them in the Lease unless the context clearly requires otherwise. In the event there is any inconsistency between the Lease and this Ninth Lease Amendment, this Ninth Lease Amendment shall govern.
4. Except as modified herein, the terms and provisions of the Lease, as amended, are hereby ratified and affirmed in all respects.

Signature page to follow

LANDLORD:

College Plaza, LP

BY: Jeff Renner
Jefferey L. Renner
Partner

DocuSigned by:
BY: Keith Edquist
Keith B. Edquist
Partner

TENANT:

W & P, Inc. a Nebraska Corporation

By: Patrick Paul
Name: Patrick Paul
Title: _____

19ft

19ft

19ft

New Space for
Pat & Wally's
701 Galvin Rd S.
Suite 116

Red Line is
area for removal
Not a load bearing
wall
Total span = 19ft

Existing Bays (No Change)

47ft total
front of building
to back of building

Existing Wall

Bar

Storage

Existing

Existing
Office

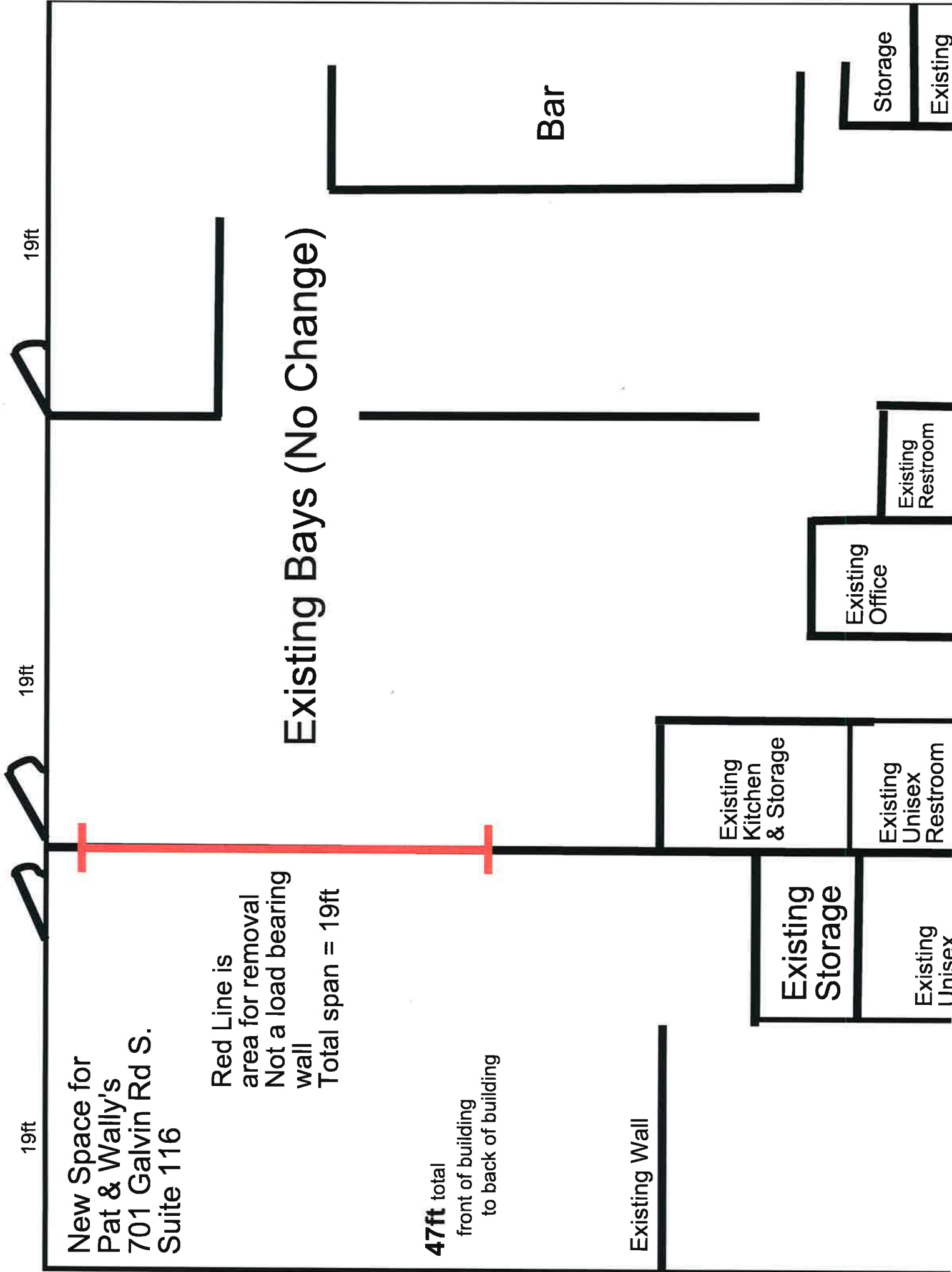
Existing
Restroom

Existing
Kitchen
& Storage

Existing
Unisex
Restroom

Existing
Storage

Existing
Unisex



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
1/21/2025

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James Willis
[Signature]
[Signature]

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 ¼ 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

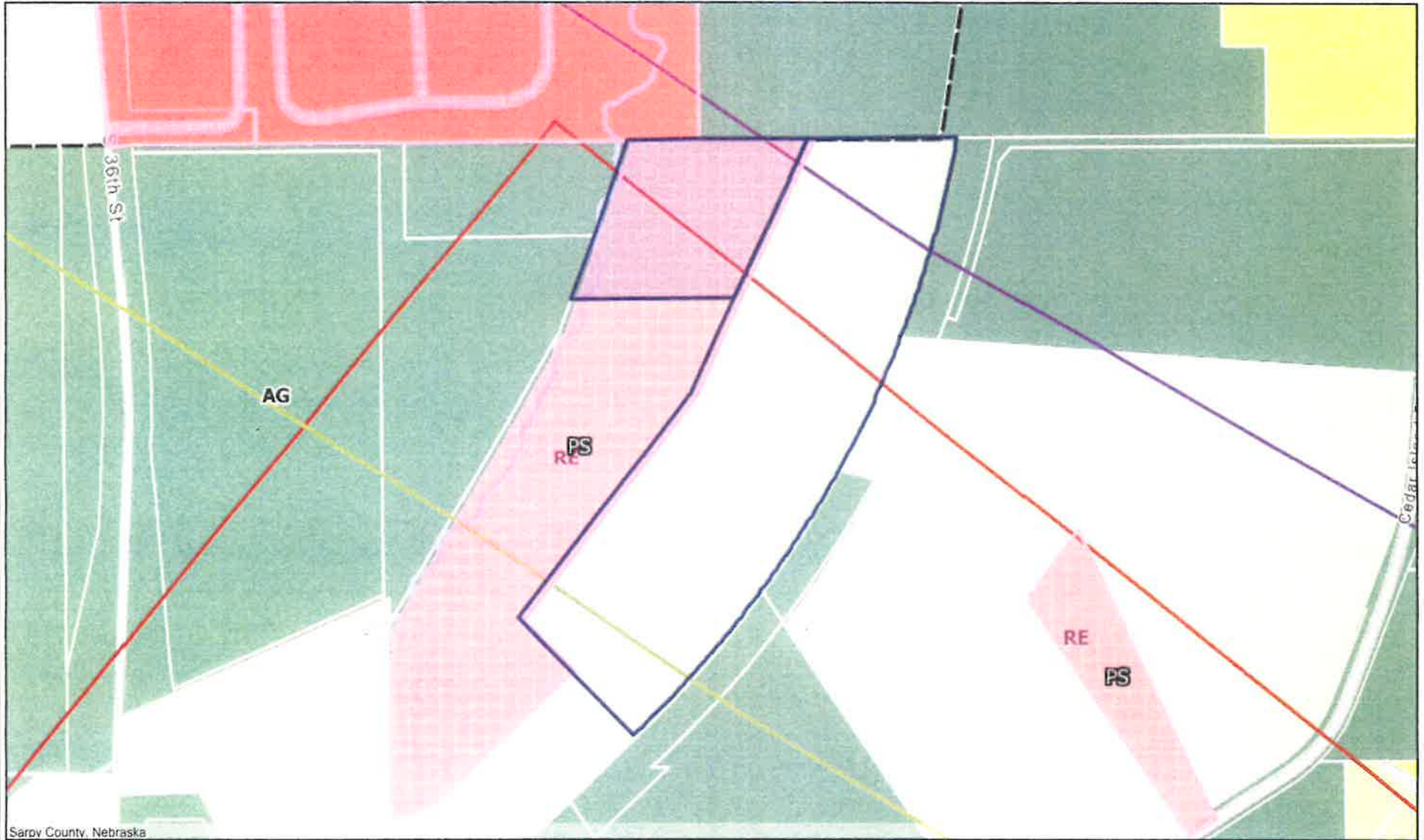
1. Vicinity map/Zoning Map.
2. 2024 GIS aerial photo of the property.
3. Zoning justification letter received November 13, 2024.
4. Small subdivision plat received October 29, 2024.
5. Site plan received October 29, 2024.

VII. COPIES OF REPORT TO:

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


Assistant Planning Manager


Planning Director Date of Report



Sarpy County, Nebraska



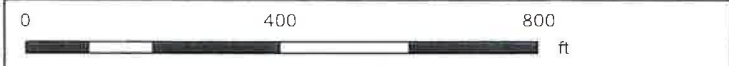
Map Scale 1: 4514

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

BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY

RECEIVED

OCT 29 2024

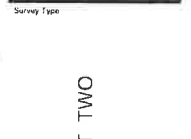
PLANNING DEPT

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AS OF THE DATE SHOWN HEREON AND THAT ALL CORNERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID SUBDIVISION AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT TWO, LOTS 1 AND 2, BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS BEGINNING AT THE NE CORNER OF SAID LOT 1:

THENCE ON THE NORTH LINE OF LOT 4, PEREZ ADDITION N89°27'15"E (ASSUMED BEARING) 289.70 FEET TO THE NE CORNER THERE OF;
THENCE SOUTHWESTERLY ON THE EASTERN LINE OF SAID LOT 4 ON A 2291.96 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S27°46'24"W, CHORD DISTANCE 1423.99 FEET AND ARC DISTANCE OF 1450.05 FEET TO THE SOUTHWEST MOST CORNER THERE OF;
THENCE N44°06'07"W, 340.11 FEET ON THE SOUTHERLY LINE OF SAID LOT 4 TO THE SW CORNER THERE OF;
THENCE N36°59'09"E, 397.85 FEET ON THE WESTERLY LINE OF SAID LOT 4;
THENCE N241°43'06"E, 215.73 CONTINUING FEET ON THE WESTERLY LINE OF SAID LOT 4 TO THE SOUTH LINE OF SAID LOT 1;
THENCE S89°27'15"W, 340.35 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SW CORNER THERE OF;
THENCE N19°03'50"E, 360.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NW CORNER THERE OF;
THENCE N89°27'15"E, 375.90 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING
CONTAINING 572,067 SQUARE FEET OR 13.152 ACRES



thompson, dressen & dornier, inc
10836 Old Mill Rd
Omaha, NE 68154
p 402 330 8860 f 402 330 5866
jcarrell@d2co.com
dba TD2 Engineering & Survey
NE CA-0199



SEPTEMBER 24, 2024

DEDICATION
I KNOW ALL MEN BY THESE PRESENTS THAT I, JONATHAN REVIS, A MARRIED PERSON AND TARA CUNNINGHAM BAILEY, A MARRIED PERSON, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAN, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PEREZ ADDITION REPLAT TWO, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAN AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED THEIR SUCCESSORS AND ASSIGNS TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO LAYING THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND IN-OR RECEPTION ON OVER THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR SUCCESSORS, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER UN, THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CURVE DE SAC STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

JONATHAN REVIS _____ TARA CUNNINGHAM BAILEY _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLASS)
THE FOREGOING DEDICATION HAS BEEN ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY JONATHAN REVIS A MARRIED PERSON _____

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLASS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY TARA CUNNINGHAM BAILEY A MARRIED PERSON _____

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAN AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2024.

SARPY COUNTY TREASURER

APPROVAL BY BELLEVUE PLANNING COMMISSION
THIS PLAN OF PEREZ ADDITION REPLAT TWO WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2024.

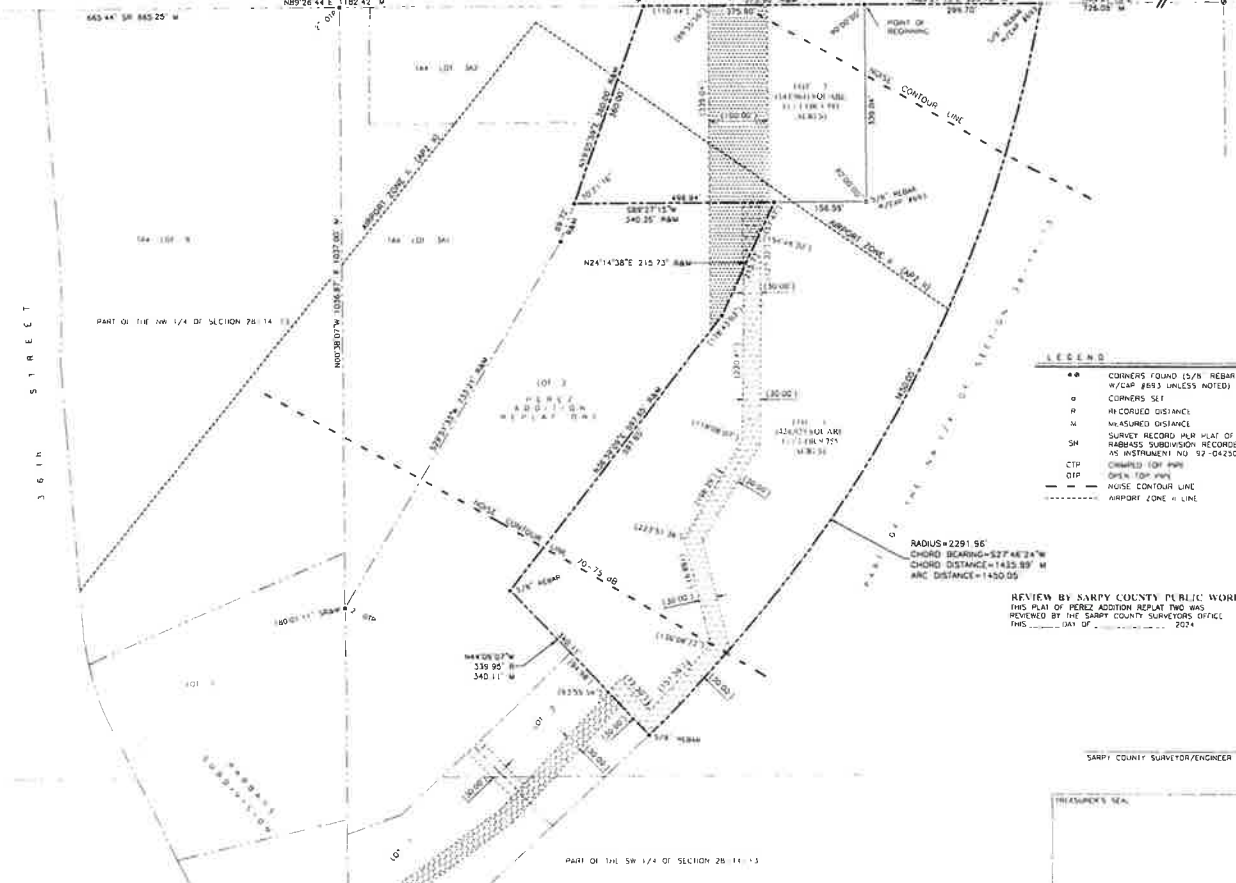
BELLEVUE PLANNING COMMISSIONER

APPROVAL BY BELLEVUE CITY COUNCIL
THIS PLAN OF PEREZ ADDITION REPLAT TWO WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2024. APPROVAL OF THIS PLAN BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

RUSTY HINE MAYOR _____ SUSAN KLUTKE CITY CLERK _____

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 3/4" CORNER TOP MARK N. 78.90' TO THE CENTER OF A WATER MANHOLE ONE 65.20' TO THE TOP PUT ON A FIRE HYDRANT SE. 26.79' TO THE TOP PUT ON A 10R 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 5/8" REBAR NORTH 9.09' TO "A" MARK IN SOUTH FACE OF POWER POLE WEST 17.01' TO "A" MARK IN EAST FACE OF POWER POLE SE. 16.79' TO "A" MARK IN NORTH FACE OF "A" TREES



NOTE
DIMENSIONS AND ANGLES IN PARENTHESES PERTAIN TO EASEMENTS

- 1 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 1 AS SHOWN ON FINAL PLAN TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAN OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47975 OF THE SARPY COUNTY RECORDS (SHOW LOTS 1 AND 2)
- 2 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAN OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47975 OF THE SARPY COUNTY RECORDS (SHOW LOTS 1 AND 2)
- 3 OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT NO. 1157 IN BOOKS 24 AND 28 RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OFFICE, SARPY COUNTY, NEBRASKA
- 4 30 FOOT WIDE ACCESS EASEMENT TO BE HIGHLIGHTED BY SEPARATE DOCUMENT

PEREZ ADDITION REPLAT TWO LOTS 1 AND 2



No.	Description	MU-CD-117

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

City of Bellevue
SMALL SUBDIVISION PLAN

Sheet Number

SHEET 1 OF 1

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 1/8" = 1'

PEREZ ADDITION REPLAT TWO
LOTS 1 AND 2



Revisions 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:

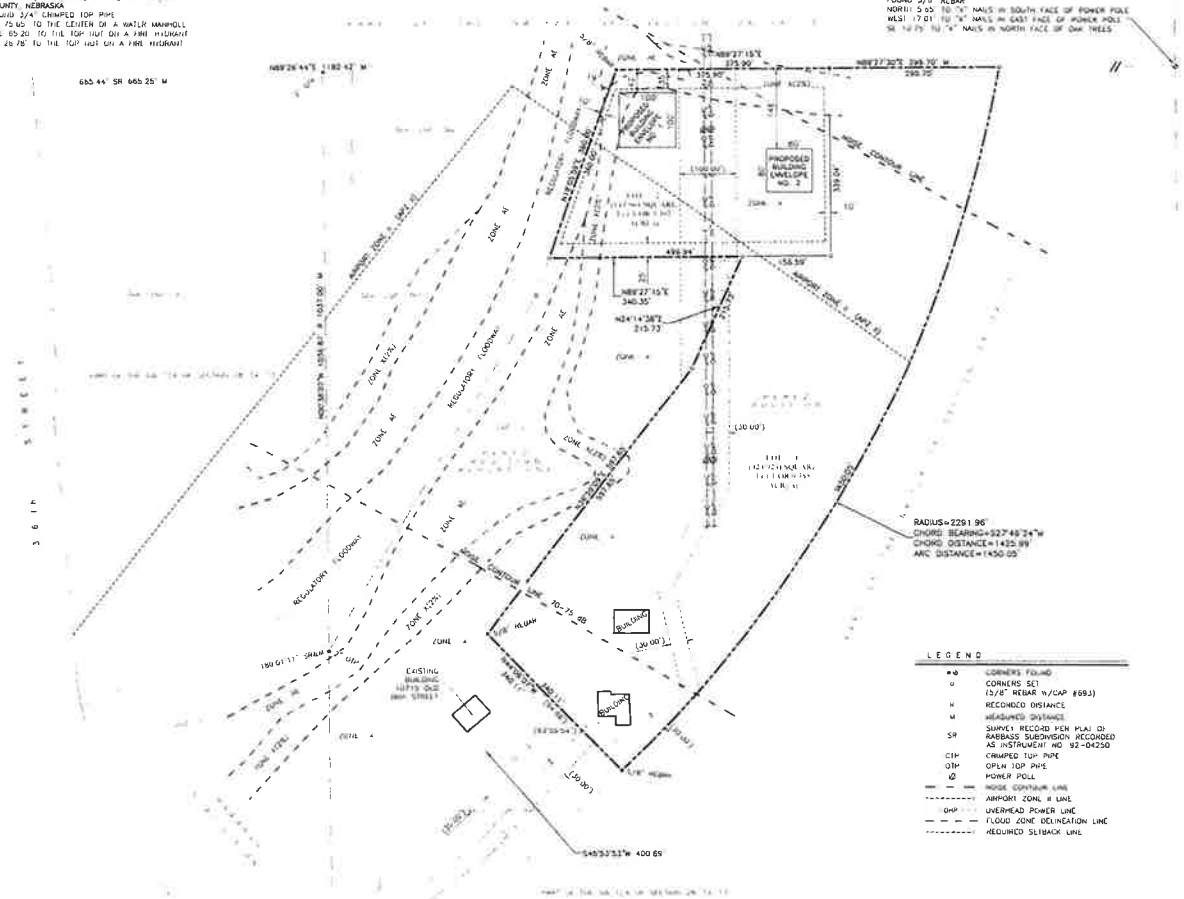
CITY OF BELLEVUE
SITE PLAN

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" CRUMPED TOP PIPE
FOLLOWS TO THE CENTER OF A WATER MANHOLE
ELEV. 85.20 TO THE TOP HUB ON A 3"RIE HYDRANT
SE 28.75' TO THE TOP HUB ON A 3"RIE 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" CRUMPED TOP PIPE
FOLLOWS TO THE CENTER OF A WATER MANHOLE
ELEV. 85.20 TO THE TOP HUB ON A 3"RIE HYDRANT
SE 28.75' TO THE TOP HUB ON A 3"RIE HYDRANT



SUBDIVIDER

JONATHAN REVIS
10707 OLD 36th STREET
BELLEVUE, NEBRASKA 68123

ENGINEER

THOMPSON, DREESEN & 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.

LEGEND

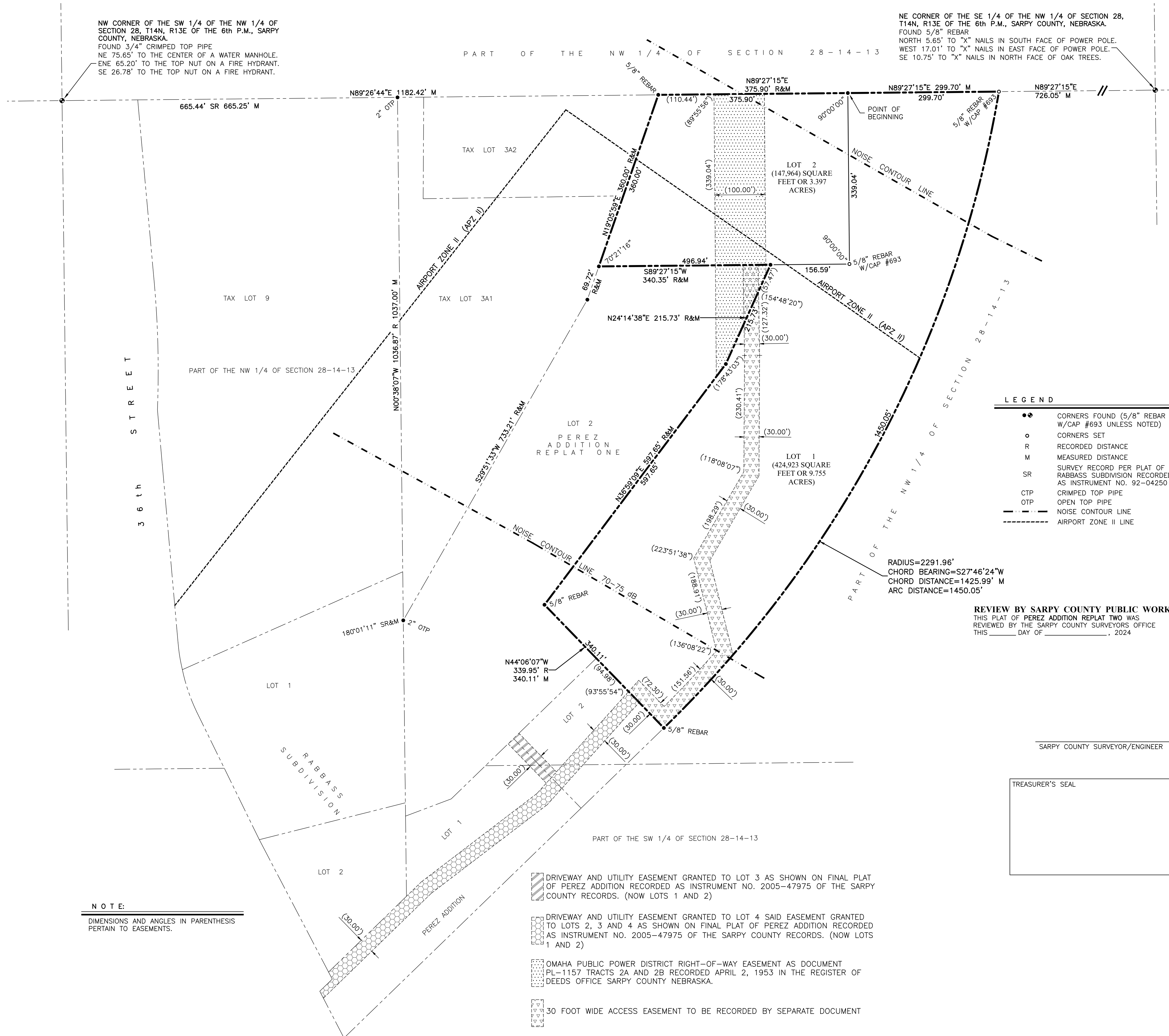
••	CORNERS FOUND
○	CORNERS SET
15/8" REBAR W/CAP (#6@3)	
M	RECORDED DISTANCE
M	RECORDED DISTANCES
SR	SURVEY RECORD WITH PLAT OF RABASS SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
CH	CRUMPED TOP PIPE
OP	OPEN TOP PIPE
⊙	POWER POLE
---	MOOSE CONTOUR LINE
---	APPROX. ZONE # LINE
---	OVERHEAD POWER LINE
---	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. 2003-47975 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. 2003-47975 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

PEREZ ADDITION REPLAT TWO

LOTS 1 AND 2

BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AS OF THE DATE SHOWN HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT TWO, LOTS 1 AND 2, BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 1;

THENCE ON THE NORTH LINE OF LOT 4, PEREZ ADDITION N89°27'15"E (ASSUMED BEARING) 299.70 FEET TO THE NE CORNER THERE OF;

THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 4 ON A 2291.96 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S27°46'24"W, CHORD DISTANCE 1425.99 FEET, AND ARC DISTANCE OF 1450.05 FEET TO THE SOUTHERLY CORNER THEREOF;

THENCE N44°06'07"W 340.11 FEET ON THE SOUTHERLY LINE OF SAID LOT 4 TO THE SW CORNER THEREOF;

THENCE N36°59'09"E 597.65 FEET ON THE WESTERLY LINE OF SAID LOT 4;

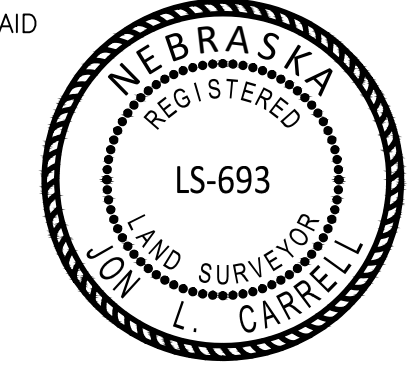
THENCE N24°14'38"E 215.73 CONTINUING FEET ON THE WESTERLY LINE OF SAID LOT 4 TO THE SOUTH LINE OF SAID LOT 1;

THENCE S89°27'15"W 340.35 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SW CORNER THEREOF;

THENCE N19°05'59"E 360.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NW CORNER THEREOF;

THENCE N89°27'15"E 375.90 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 572,887 SQUARE FEET OR 13.152 ACRES



JON L. CARRELL
NEBRASKA RLS #693

SEPTEMBER 24, 2024

DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, JONATHAN REVIS, A MARRIED PERSON AND TARA CUNNINGHAM BATLEY, MARRIED PERSON, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PEREZ ADDITION REPLAT TWO, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT;

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CUL-DE-SAC STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

JONATHAN REVIS

TARA CUNNINGHAM BATLEY

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY JONATHAN REVIS, A MARRIED PERSON.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY TARA CUNNINGHAM BATLEY, A MARRIED PERSON.

NOTARY PUBLIC

SARPY COUNTY SURVEYOR/ENGINEER

TREASURER'S SEAL

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2024.

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF PEREZ ADDITION REPLAT TWO WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2024.

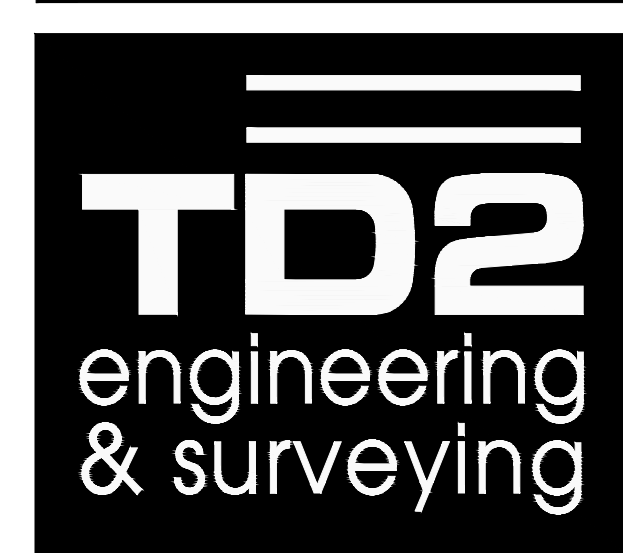
BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF PEREZ ADDITION REPLAT TWO WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2024. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

RUSTY HIKE, MAYOR

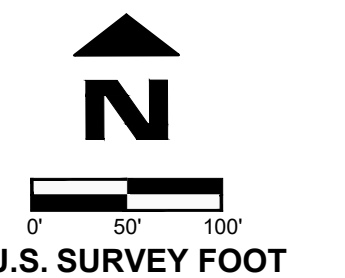
SUSAN KLUTHE, CITY CLERK



thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
jcarrell@td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

Survey Type

PEREZ ADDITION REPLAT TWO
LOTS 1 AND 2



Revision Dates

No.	Description	MM-DD-YY
--	--	--
--	--	--
--	--	--
--	--	--

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

Sheet Title

CITY OF BELLEVUE
SMALL SUBDIVISION PLAT

Sheet Number

SHEET 1 OF 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
1/21/2025

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:
- Ordinance No. ~~4071~~ 4171 - REDLINE
 - Ordinance No. ~~4071~~ 4171 - CLEAN COPY
 -
 -
 -
 -

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Shirley Brubaker

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 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.

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(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.

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(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

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.

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(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.

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(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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
1/21/2025

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

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

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Alma Brubaker*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*

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: 01/21/25		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect the increased Nebraska State Minimum Wage that will impact part-time and seasonal positions.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4174.

ATTACHMENTS:

1. Ordinance No. 4174 (redlined)	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Proffitt
[Signature]
[Signature]

ORDINANCE NO. ~~4166~~ 4174

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. ~~41574166~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Section 2. Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$ 6,171 – 8,923
Treasurer	\$ 335 – 421

<u>Section 2a. Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,444 – 7,306
Assistant City Attorney	\$ 8,523 – 11,409
Assistant Finance Director	\$ 7,597 – 11,060
City Attorney	\$ 9,896 – 12,974
Dir of Community & Ec. Development	\$ 9,410 – 13,622
Communications Director	\$ 6,334 – 8,975
Acctg, Reporting & Compliance Manager	\$ 7,060 – 9,873
Deputy Director Parks & Rec	\$ 6,486 – 9,447
Finance Director	\$ 9,039 – 12,932
Fire Chief	\$ 9,617 – 13,355
Human Resources Generalist	\$ 4,635 – 7,091
Human Resources Director	\$ 7,771 – 11,653
Manager of Engineering Services	\$ 8,037 – 10,991
Library Director	\$ 7,859 – 10,806
Planning Director	\$ 8,473 – 12,333

Police Chief	\$ 10,180 – 14,042
Public Works Director	\$ 9,334 – 12,912
Public Works Engineer II	\$ 6,819 – 9,610
Risk Manager	\$ 6,081 – 8,197

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 24.14 – 33.21
	Executive Secretary	\$ 28.47 – 39.32
	Emergency Medical Services Supervisor	\$ 47.13 – 62.01
	Human Resources Assistant	\$ 24.70 - 33.46
	Paralegal	\$ 28.11 – 38.26
	Payroll Specialist	\$ 26.12 – 36.04
	Office of Professional Standards Coord.	\$ 29.20 – 37.25

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 9,311 - 12,137

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 -\$16.75 <u>13.50-\$18.25</u>
Youth Baseball Supervisor	\$12.00 -\$16.75 <u>13.50-\$18.25</u>
Recreation Activities Supervisor	\$12.00 -\$16.75 <u>13.50-\$18.25</u>
Track Supervisor	\$12.00 -\$16.75 <u>13.50-\$18.25</u>
Tennis Supervisor	\$12.00 -\$16.75 <u>13.50-\$18.25</u>
Swimming Pool Managers	\$16.12 -\$20.68 <u>17.62-\$22.18</u>
Head Lifeguards	\$14.03 -\$18.30 <u>15.53-\$19.80</u>
Lifeguards	\$12.58 -\$15.65 <u>14.08-\$17.15</u>
Concession Workers	\$12.00 -\$12.50 <u>13.50-\$14.00</u>
Youth Baseball/Softball Umpires	\$12.00 -\$14.50 <u>13.50-\$16.00</u>
Track Club Coaches	\$12.00 -\$14.50 <u>13.50-\$16.00</u>
Parks Workers	\$13.33 -\$18.00 <u>14.83-\$19.50</u>

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Range (hourly)

Part-Time Administrative Intern Position:	\$12.00 to \$13.50 <u>13.50 to \$15.00</u>
Ambulance Billing Clerk	\$21.54 to 29.53
<u>Library Shelver</u>	<u>\$13.50 to 17.50</u>
<u>Tour Guide</u>	<u>\$13.50 to 15.50</u>

Section 8. That Ordinance ~~41574~~166 is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 202⁵4.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/21/2025		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 amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for recent annexation. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Staff is requesting to amend the Ward One boundary to take into account the recent annexation of the areas near the Highway 75/Highway 34/Platteview Road intersection. The boundary could not be amended prior to either of the 2024 elections due to statutory timing requirements. Our 2022 redistricting effort considered this growth and planned that this area would be placed into Ward One in a future boundary adjustment.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff is recommending approval of the amendment.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4175 | 2. Ward One Map | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

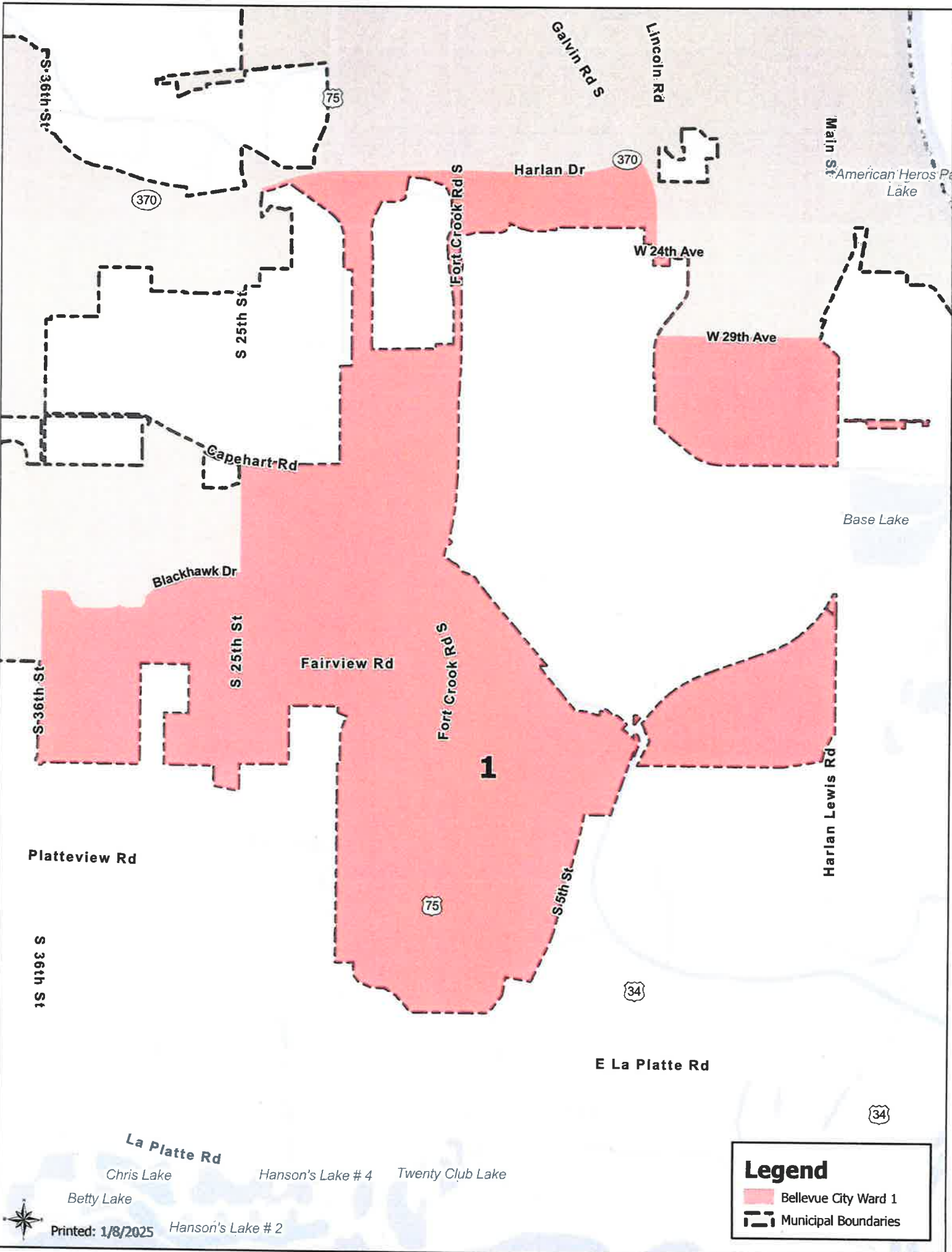
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





1

Legend

- Bellevue City Ward 1
- Municipal Boundaries



ORDINANCE NO. 4175

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SUBSECTION (1) OF SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING REGARDING THE WARD ONE BOUNDARY; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 9-3, Subsection (1) of the Bellevue Municipal Code is hereby amended to read as follows:

There shall exist within the city six wards for the election of members to the city council, each ward to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

(1) Ward One.

- a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24th Avenue, east along 24th Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29th Avenue, east along 29th Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west and north along the west Bellevue city limit to Modification Road, north and east along Modification Road to Calhoun Street, north along Calhoun Street to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to 5th Street, south along 5th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to Blackhawk Drive, east along Blackhawk Drive to Lone Tree Road, east along Lone Tree Road to Blackhawk Drive, east along Blackhawk Drive to 25th Street, north along 25th Street to Capehart Road, east along Capehart Road to the west Bellevue city limit, north along the west Bellevue city limit to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

Section 2. That Section 9-3, Subsection (1) of the Bellevue Municipal Code as heretofore existing is hereby repealed.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

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, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		SUBMITTED BY: Dave Goedecken - Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution and Professional Services Task Order Agreement, Cornhusker Road, 36th St - Ft Crook Rd (MAPA-77(73), CN 22968)

SYNOPSIS/BACKGROUND:

Olsson has been selected by the the City of Bellevue to perform preliminary engineering services for a study of the Cornhusker Road traffic corridor between 36th Street and Fort Crook Road (Project No. MAPA-77(73), CN 22968) pursuant to the Professional Services Task Order Agreement prepared and administered by the Nebraska Department of Transportation. The fees are outlined in Exhibit "C" of the agreement totaling \$120,003.47. This project is federally funded with an 80/20 split. The City's share is not to exceed.

FISCAL IMPACT: \$24,000.69 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Professional Services Task Order Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Cornhusker Road, 36th St to Ft Crook Rd (MAPA 77(73), CN 22968)

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

CIP PROJECT NAME: ST 25(4) CIP PROJECT NAME: Reconstruction Projects

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Construction Engineering Agreement between the City of Bellevue and Olsson not to exceed \$120,003.47 for the Cornhusker Road, 36th St to Ft Crook Rd Corridor Study.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Phillips

[Signature]

[Signature]

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2480

City of Bellevue

Resolution No. 2025-02

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of Bellevue that:

Rusty Hike, Mayor of Bellevue, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Bellevue, Nebraska and Olsson, Inc.

NDOT Project Number: MAPA-77(73)

NDOT Control Number: 22968

NDOT Project Description: Cornhusker Rd, 36th to Ft. Crook

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

The City Council of Bellevue, Nebraska

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

Attest:

Signature City Clerk

Task Order Agreement No.	BK2480
Master Agreement No.	UK2210
Effective (NTP) Date	
Task Order Amount	CPFF \$120,003.47

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF BELLEVUE
OLSSON, INC.
PROJECT NO. MAPA-77(73)
CONTROL NO. 22968
CORNHUSKER RD, 36TH TO FT. CROOK
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT is between the City of Bellevue ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. UK2210 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-77(73) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Kara Kosiski
Project Manager's Phone	402-970-2315

1.2 State Project Coordinator

Name	Walaa Kambal
Phone Number	402-479-4435

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by December 31, 2025. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of this Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for project MAPA-77(73), in Bellevue, in Sarpy County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
 - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
 - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
 - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 6.1 Consultant 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. Consultant agrees to contractually require any subconsultants 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.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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

EXECUTED by Consultant this 10 day of January, 2025.

OLSSON, INC.
Anthony Baumert



Client Relationship Manager

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 10 day of January, 2025





Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

EXHIBIT A – CORRIDOR STUDY SCOPE OF SERVICES

PROJECT DESCRIPTION

This project is a feasibility study evaluating Cornhusker Road from 36th Street to Fort Crook Road in Bellevue, Nebraska for future project programming, design, and construction. The project will involve a traffic study to determine traffic operations and identify deficiencies, roadway network and traffic control improvements, access management and pedestrian facility connectivity. The project will also involve a desktop environmental review, identifying right-of-way (ROW) impacts, and developing preliminary cost estimates. The proposed study area for this project is along the Cornhusker Road corridor from just west of the 36th Street intersection to just east of the Fort Crook Road intersection. The study area may extend north and south along intersecting streams, streets, and highways as necessary to understand project impacts.

TABLE OF CONTENTS

1. Project Management
2. Project Meetings
3. Traffic Data Collection
4. As-built Drawings and Existing Traffic Signal Timing Plans
5. Crash Summary
6. Traffic Forecasting
7. Traffic Operations Analysis
8. Safety Review
9. Final Corridor and Intersection Geometrics Recommendations
10. Study Documentation
11. Desktop Environmental Review
12. Right-of-Way (ROW) Impacts
13. Planning Level Cost Estimate

1. Project Management

1.1. Project Management

The Consultant will provide project management activities to initiate and monitor project schedules, workload assignments, and internal cost controls throughout the project. This will also include the preparation of monthly progress reports with invoices, document management, and file sharing and correspondence with City of Bellevue and Nebraska Department of Transportation (NDOT) staff.

1.2. Quality Assurance/ Quality Control (QA/QC)

The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will submit in writing that the QA/QC Plan has been used during the project and submit the name of the person performing the QA/QC aspects.

2. Project Meetings

2.1. Kick-off Meeting

The Consultant will schedule and attend a kick-off meeting with City of Bellevue staff. The City's Project Manager will supply a list of attendees, and the Consultant will be responsible for notification to attendees. The Consultant will prepare and distribute a meeting agenda and minutes of the meeting.

2.2. Progress Meetings

The Consultant project manager and appropriate project staff will meet with the City of Bellevue for up to six (6) progress meetings, prepare meeting agendas, and distribute minutes of the meetings. This effort will include preparation for public meetings and education strategies.

2.3. Cornhusker Road and US-75 Interchange Meetings

The Consultant project manager and appropriate project staff will attend up to two (2) meetings with the City of Bellevue and NDOT to coordinate plans for the Cornhusker Road and US-75 interchange reconstruction. These meetings will help the consultant understand the high-level design and timing of the interchange reconstruction for the purposes of the Cornhusker Road corridor analysis.

3. Traffic Data Collection

The Consultant will collect twelve-hour (7:00 AM to 7:00 PM) turning movement count data at the following intersections:

- 36th Street and Cornhusker Road
- 25th Street and Cornhusker Road
- 21st Street and Cornhusker Road
- US-75 Southbound Ramp Terminal and Cornhusker Road
- US-75 Northbound Ramp Terminal and Cornhusker Road
- 15th Street and Cornhusker Road
- 10th Street and Cornhusker Road
- Fort Crook Road and Cornhusker Road
- Cedar Island and Cornhusker Road
- 21st Street & Pratt Avenue

Counts will be taken at 15-minute intervals on a typical weekday (Tuesday, Wednesday, or Thursday). Vehicular turning movement data will be segmented by trucks and passenger cars. In addition to the counting of vehicular traffic, pedestrians and bicyclists will be recorded at these locations.

The Consultant will collect twenty-four-hour turning movement volumes and speed data at up to three locations along Cornhusker Road within the limits of the study area. Data is to be collected during a typical weekday.

Anticipated collection sites, include:

- Between 36th Street and 25th Street
- Between 25th Street and US-75 Southbound Ramp Terminal
- Between US-75 Northbound Ramp Terminal and Fort Crook Road

4. As-built Drawings and Existing Traffic Signal Timing Plans

The City of Bellevue will provide the Consultant with as-built drawing for the study corridor (as available). The City of Bellevue will also provide the Consultant with existing traffic signal timing plans for the following intersections:

- 36th Street and Cornhusker Road
- 25th Street and Cornhusker Road
- 21st Street and Cornhusker Road
- US-75 Southbound Ramp Terminal and Cornhusker Road
- US-75 Northbound Ramp Terminal and Cornhusker Road
- 15th Street and Cornhusker Road
- 10th Street and Cornhusker Road
- Fort Crook Road and Cornhusker Road

5. Crash Summary

The Consultant will obtain crash history data for the study area from the City of Bellevue Police Department and NDOT. The most recent three-years of available data will be queried (assumed to be 2021 – 2023). Crash history data will be broken down into intersection related crashes and non-intersection related crashes and will be evaluated to identify potential trends along the corridor. Crash patterns will be categorized by crash severity and crash type. A crash diagram will be prepared to highlight and summarize the data. This will help in the determination of potential mitigation measures.

6. Traffic Forecasting

The Consultant will review the Metropolitan Area Planning Agency's (MAPA) regional transportation model to verify planned roadway connections and developments that will impact the Cornhusker Road corridor are accounted for in the model. Anticipated developments include the following:

- 36th Street & Cornhusker Road Residential Development
- 21st Street & Gregg Road Multi-family Residential Development
- Morrie Drive to Lola Avenue Residential Development
- Bellevue Entertainment District

It is not anticipated that modifications will be made to the approved MAPA model. Manual traffic assignments may be required for connections such as Wolf Creek Drive if not included in the approved model.

The Consultant will then develop 24-hour volumes for Year 2050 and corresponding intersection turning movement volumes utilizing "k" (peak hour) and "d" (distribution) factors. Projections will be completed utilizing historical traffic counts in the area and average daily traffic (ADT) projections produced from the MAPA 2050 Long Range Transportation Plan

(LRTP). Once ADT projections are completed the Consultant will develop AM, Midday and PM peak hour traffic volumes for the 2050 horizon year.

7. Traffic Operations Analysis

The Consultant will develop a traffic operations model using Synchro/ SimTraffic traffic modeling software. The traffic operations model will be used to document the existing (2024) and Year 2050 traffic operations of the corridor.

The existing traffic signal timing plan information received as part of Task 4 will be coded into the existing conditions Synchro traffic model. Synchro will be used to optimize traffic signal timings for Year 2050. The measures of effectiveness used to evaluate the operational effectiveness of the corridor will include average vehicle delay by movement, level of service by movement, 95th percentile queue length by movement, and eastbound/ westbound travel times along the corridor.

7.1. Existing Conditions Analysis

Intersection capacity analysis will be performed for the study intersections utilizing existing intersection control, timings, and lane geometry for the AM, Midday and PM peak hours. This will provide a baseline of roadway network operations for comparison purposes. Existing bike/pedestrian facilities will also be documented.

7.2. Access Management and Traffic Control

The Consultant will review the number and type of access points along the study corridor to determine potential operational and safety impacts. It is anticipated that local best practices for arterial access on urban roadways and the NDOT Access Control Policy to the State Highway System (dated March 2024) in combination with the collected crash data will be utilized. Access control or movement restrictions will be applied to arterial roadways for Year 2050 analysis. It may be necessary to re-route projected volumes in the study network pending the intersection and access type being considered.

Future year volumes will be used to evaluate traffic control and lane geometric requirements. The analysis will include the evaluation of stop-controlled intersections and traffic signals using NDOT's planning level signal warrants for design hourly volumes (DHV) and ADT volumes. Warrants for traffic signal control will be summarized by location.

Additional study projects are ongoing that may impact future year geometrics along Cornhusker Road. Recommendations and guidance from the following projects will be referenced for the future year analysis:

- Our Future View; Comprehensive + Long-Range Transportation Plan
- Fort Crook Road Transit Planning and Environmental Feasibility Study (MAPA-77(69))
- 36th Street Corridor Study; Harrison Street to Cornhusker Road

7.3. Year 2050 Traffic Analysis

The Consultant will analyze operational characteristics of the study area intersections and roadway segments for the Year 2050 scenario. The traffic analysis task will be coordinated with adjacent concept development and ongoing corridor studies. Intersection capacity analysis will provide a summary of anticipated operations. This analysis will determine appropriate lane geometrics for the Year 2050 scenario. Analysis will likely consider multiple alternatives and combinations of corridor modifications.

8. Safety Review

The Consultant will perform a safety review of the corridor crash data received as part of Task 5 and perform a predictive safety analysis with information available from the 2010 Highway Safety Manual (HSM). Qualitative information available from the HSM and the Federal Highway Administration (FHWA) Crash Modification Factors (CMFs) Clearinghouse will also be reviewed and presented as applicable.

The predictive safety analysis will include the use of the Predictive Method for Urban and Suburban Arterials and Intersections (Part C) of the HSM. The spreadsheet tool includes the safety performance functions (SPFs) and applicable CMF's for urban and suburban arterials including intersections as contained within the 2010 Highway Safety Manual and is appropriate to model the existing study corridor configuration. The tool can be used to model the current intersection configuration under both existing and future year traffic volume conditions to determine the safety performance of intersections represented by the predicted average crash frequency.

9. Final Corridor and Intersection Geometrics Recommendations

Up to two (2) potential improvement concepts will be developed using aerial photography and readily available parcel boundary shapefile base mapping. The concepts will focus on improvements to the traffic operations and safety issues identified through the completion of Task 7 and Task 8. The Consultant will recommend appropriate improvements to all study intersections and confirm the proposed roadway corridor cross-section. In addition, access management improvements for the corridor will be presented.

10. Study Documentation

10.1. Draft Report

The Consultant will develop a draft report documenting the study process, analysis, and findings and will provide an electronic copy of the report to the City of Bellevue and NDOT Traffic for review.

10.2. Final Report

The Consultant will revise the draft report based on review comments received from the City of Bellevue and NDOT. An electronic copy of the final report will be provided to the City of Bellevue and NDOT.

11. Desktop Environmental Review

11.1. Online Resource Reviews

The Consultant will compile a desktop review of the project area to identify environmental constraints and resources for future planning consideration. The desktop review of online sources will include the following resources: Section 4(f)/6(f), farmland, wild and scenic rivers, floodplains, wetlands/waters of the US, farmed wetlands, impaired waters, threatened and endangered species, historic properties, hazardous materials, environmental justice, detour, airports, parks, schools, essential services, and floodplains, among others.

Information gathered for this task is limited to free and publicly available online databases and other readily available information. Information gathered for this task will be compiled electronically and provided to NDOT and the LPA for their use. Information will also be compiled in a comprehensive GIS database for NDOT and LPA use.

11.2. Site Visit

Following the initial compilation of desktop information, the Consultant will visit the site to confirm and ground truth the extent and location of resources identified within the project area. The scope of this task is limited to a general windshield survey of the project area, including site photos. No additional technical field data (wetland delineations, historic surveys, etc.) will be collected.

11.3. Desktop Environmental Review Report

The Consultant will compile the desktop data and site visit information into a report summarizing the environmental resource and constraints present within the project area. The report will include:

- A narrative of the project, location, methods and data sources, results, and summary
- Resource and permitting matrix outlining environmental resources present and required permits and coordination
- Project mapping including a project location map, study area map, and environmental constraints map
- Site photos
- GIS/Google Earth constraints layers

The Consultant assumes one round of review and comment from the LPA and one round of review and comment from NDOT, for a total of two report revisions. Revisions will be resubmitted with a comment/response tracking sheet.

12. Right-of-Way (ROW) Impacts

The Consultant will evaluate right-of-way needs associated with the potential improvement concepts, and document in exhibit form for future considerations. Final right-of-way documentation for purposes of acquisition is not considered part of this scope.

13. Planning Level Cost Estimate

The Consultant will develop planning level cost estimate for up to two (2) potential improvement concepts based on major features and supplemented with percentage type cost data to determine comparative, order of magnitude cost comparisons among the concepts. Cost estimates will be at high level, planning level magnitude.

Deliverables

- One PDF copy of the Draft Corridor Study Report
- One PDF copy of the Final Corridor Study Report
- One PDF copy of the Desktop Environmental Review Report
- One KMZ and one Geodatabase of the Environmental Resource Constraints
- One PDF copy of the Right-of-way Exhibit
- One PDF copy of the Planning Level Cost Estimate

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name: Cornhusker Road - 36th Street to Fort Crook Road Corridor Study
Consultant: Olsson, Inc
Consultant PM: Kara Kosiski, 402-970-2315, kkosiski@olsson.com
LPA RC: John Krager, 402-293-3144, John.Krager@bellevue.net
NDOT PC: Walaa Kambal, 402-479-4435, Walaaelden.Kambal@nebraska.gov
Date: December 3, 2024

Project Number: MAPA-77(73)
Control Number: 22968



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SDES	Senior Designer/ Technician
2	PM	Project Manager	7	DES	Designer/ Technician
3	LENG	Lead Engineer/ Scientist	8	SENV	Senior Environmental Scientist
4	SENG	Senior Engineer	9	ENV	Environmental Scientist
5	AENG	Assistant Engineer	10	ADM	Administration/ Intern

Overhead Rate^[1]
185.69%
Fee for Profit Rate^[2]
12.00%
FCCM (if applicable)
1.00%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Tony Baumert	Technical Expert, CPE	\$81.73	100%
		Blended Rate:	\$81.73
Project Manager			
Kara Kosiski	Senior Engineer, PE, PTOE	\$64.90	100%
		Blended Rate:	\$64.90
Lead Engineer/ Scientist			
Chris Rolling	Group Leader, PE	\$79.33	80%
Shane King	Project Manager, PE, PTOE	\$70.19	5%
Tony Egelhoff	Group Leader, PE	\$78.85	10%
Anahita Behrad	Group Leader	\$75.48	5%
		Blended Rate:	\$78.63
Senior Engineer			
Chase Cutler	Senior Enginner, PE PTOE	\$62.50	90%
Dan Bellizzi	Project Engineer, PE, PTOE	\$48.70	5%
Ryan Aguayo Padilla	Project Engineer, PE	\$53.37	5%
		Blended Rate:	\$61.35
Assistant Engineer			
Pavel Karamshin	Associate Engineer, EI	\$36.30	25%
Adji Witjaksono	Associate Engineer, EI	\$45.67	50%
Alyssa Sterbenz	Associate Engineer	\$37.02	5%
Landon Broadhead	Assistant Engineer, EIT	\$34.86	10%
Jeremiah Connealy	Associate Enginner, EI	\$40.87	10%
		Blended Rate:	\$41.33
Senior Designer/ Technician			
Jared Clemence	Senior Technician	\$33.50	5%
Mark Peters	Design Technical Manager	\$53.73	50%
Ryan Doty	Design Technical Manager	\$44.23	45%
		Blended Rate:	\$48.44
Designer/ Technician			
Spencer Hill	Assistant Technician	\$22.50	100%
		Blended Rate:	\$22.50
Senior Environmental Scientist			
Chase Jelden	Project Scientist	\$38.94	25%
Sarah Canavero	Project Scientist	\$51.68	40%
Trevor Rapplepe	Project Scientist	\$50.00	35%
		Blended Rate:	\$47.91
Environmental Scientist			
Kari Sherman	Scientist	\$35.10	35%
Sage Evans	Associate Scientist	\$37.50	35%
Katrina Wille	Associate Planner	\$34.62	20%
Kerry Stoneking	Assistant Scientist	\$27.37	10%
		Blended Rate:	\$35.07
Administration/ Intern			
Lacy Holman	Administrative Senior Coordinator	\$32.25	80%
Luke Kotz	Student Intern II	\$23.25	20%
		Blended Rate:	\$30.45

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: Cornhusker Road - 36th Street to Fort Crook Road Corridor Study
Consultant: Olsson, Inc
Consultant PM: Kara Kosiski, 402-970-2315, kkosiski@olsson.com
NDOT PC: Walaa Kambal, 402-479-4435, Walaaelden.Kambal@nebraska.gov
Date: December 3, 2024

Project Number: MAPA-77(73)
Control Number: 22968

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	LENG	SENG	AENG	SDES	DES	SENV	ENV	ADM	Total
1. Project Management		16	32							4	52
1.1. Project Management		16	16							4	36
1.2. Quality Assurance/ Quality Control (QA/QC)			16								16
2. Project Meetings		22	8	13	11						54
2.1. Kick-off Meeting		6		5	3						14
2.2. Progress Meeting		12	6	6	6						30
2.3. Cornhusker Road and US-75 Interchange Meetings		4	2	2	2						10
3. Traffic Data Collection		1			8						9
3.1. Traffic Data Collection		1			8						9
4. As-built Drawings and Existing Traffic Signal Timing Plans				8	2						10
4.0. As-built Drawings and Existing Traffic Signal Timing Plans				8	2						10
5. Crash Summary		2		8							10
5.0. Crash Summary		2		8							10
6. Traffic Forecasting			1	16	4						21
6.0. Traffic Forecasting			1	16	4						21
7. Traffic Operations Analysis		6		72	32						110
7.1. Existing Conditions Analysis		2		24	8						34
7.2. Access Management and Traffic Control		2		16	8						26
7.3. Year 2050 Traffic Analysis		2		32	16						50
8. Safety Review			2	16	8						26
8.0. Safety Review			2	16	8						26
9. Final Corridor and Intersection Geometrics Recommendations		4	4	8	4	16					36
9.0. Final Corridor and Intersection Geometrics Recommendations		4	4	8	4	16					36
10. Study Documentation		6	12	56	28	20				8	130
10.1. Draft Report		4	8	40	20	16				4	92
10.2. Final Report		2	4	16	8	4				4	38
11. Desktop Environmental Review	2	4				2	8	48	24	2	90
11.1. Online Resources Review							4	24	8	2	38
11.2. Site Visit								8	8		16
11.3. Desktop Environmental Review Report	2	4				2	4	16	8		36
12. Right-of-Way (ROW) Impacts		2	4		4	16					26
12.0. ROW Impacts		2	4		4	16					26
13. Planning Level Cost Estimate		2	4		12						18
13.0. Planning Level Cost Estimate		2	4		12						18
Total Days	0.25	8.13	8.38	24.6	14.1	6.75	1	6	3	1.8	74
Total Hours	2	65	67	197	113	54	8	48	24	14	592.0

Project Cost & Breakdown

Preliminary & Final Design

Project Name: Cornhusker Road - 36th Street to Fort Crook Road Corridor Study **Project Number:** MAPA-77(73)
Consultant: Olsson, Inc **Control Number:** 22968
Consultant PM: Kara Kosiski, 402-970-2315, kkosiski@olsson.com
NDOT PC: Walaa Kambal, 402-479-4435, Walaaelden.Kambal@nebraska.gov
Date: December 3, 2024

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	2	\$81.73	\$163.46
Project Manager	65	\$64.90	\$4,218.50
Lead Engineer/ Scientist	67	\$78.63	\$5,268.21
Senior Engineer	197	\$61.35	\$12,085.95
Assistant Engineer	113	\$41.33	\$4,670.29
Senior Designer/ Technician	54	\$48.44	\$2,615.76
Designer/ Technician	8	\$22.50	\$180.00
Senior Environmental Scientist	48	\$47.91	\$2,299.68
Environmental Scientist	24	\$35.07	\$841.68
Administration/ Intern	14	\$30.45	\$426.30
	592	Subtotal	\$32,769.83

DIRECT EXPENSES		Amount
Subconsultants:		\$11,800.00
Printing And Reproduction:		\$56.67
Mileage/Travel:		\$335.00
Lodging/Meals:		
Other Miscellaneous Costs:		
	Subtotal	\$12,191.67

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$32,769.83
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	Y 2.0 years @ 5.0% / year = 2.50%	\$819.25
Overhead @ 185.69%		\$62,371.55
Facility Capital Cost of Money (FCCM) @ 1.000%	(labor costs x FCCM%)	\$335.89
Direct Expenses		\$12,191.67
Fee for Profit Rate @ 12.00%		\$11,515.28
	TOTAL COST	\$120,003.47

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 33,589.08	for actual direct labor costs
\$ 74,899.11	for indirect costs and direct expenses
<u>\$ 11,515.28</u>	for a fixed fee for profit
\$120,003.47	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
 - (ii) Meals provided by lodging facility
 - (iii) Meals purchased by 3rd Party
 - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
 - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
 - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL
- No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. **MAXIMUM AGREEMENT AMOUNTS**. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 12.00%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. **MAXIMUM AGREEMENT AMOUNTS**, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
 - 1) Consultant's Invoice:
 - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
 - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
 - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
 - (b) A description of the Services anticipated for the next service period
 - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
 - (d) Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) **Mileage Log** (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

- A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
 - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
 - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 1/21/25		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:

Purchase new truck from Wood House Ford in Blair NE for the Permits and Inspection Department.

SYNOPSIS/BACKGROUND:

Fleet has stated that the P & I chevy silverado 1500 pickup now has 180 thousand miles on it and should be replaced. The truck has been in the servie department several times over the past couple years and is now in need of new tires, the brakes need replaced, and it has several oil leaks totaling over \$4,000.00 in repairs. This truck falls into both the criteria outline stated for replacement at 12 years of age or over 100,000 miles.

FISCAL IMPACT: \$35,319.00 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 NAME:

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

ACCOUNTING DISTRUBUTION CODE: cippi25 (01) ACCOUNT NUMBER: 7110

RECOMMENDATION:

approve purchase of new 2024 Ranger supercrew 4x4 pickup

ATTACHMENTS:

- purchase order
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Miller
[Signature]
[Signature]



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Mike Christensen
From: Todd Jarosz
Subject: PI2 Replacement
Date: 1-14-2025

In the last year PI2 has had a number of repairs and a considerable amount of down time. Currently PI2 is going to need an estimated cost of \$4000 in repairs that are needed, including brakes, tires and numerous oil leaks. PI2 is a 2013 Chevrolet 1500 4x4 pickup with 180,102 miles on it. PI2 falls into the replacement criteria of a light truck that is not for snow plowing. The criteria outline stated for this truck to be eligible for replacement at 12 years of age or 100,000 miles, this falls into both.

It is my recommendation to slate this truck to be replaced with a like vehicle when funds allow. The current PI2 will be auctioned when the new replacement truck is received.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



COUNTY Sarpy		DATE (MONTH/DAY/YEAR) 01/14/2025	
PURCHASER'S NAME City Of Bellevue			
STREET ADDRESS 1500 Wall St			
CITY Bellevue		STATE NE	ZIP 68005
RES. PHONE (402) 689-5939	CELL PHONE (402) 689-5939	BUS. PHONE	
E-MAIL mike.christensen@bellevue.net			

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW <input type="checkbox"/> USED <input type="checkbox"/>		YEAR 2024	MAKE Ford	MODEL Ranger
SALES REP Deric Hahn	SALES REP	BODY XL-STX	COLOR Oxford White	MILES 20
FINANCE MANAGER		V.I.N: 1 FTER4PHXRLE54167	STOCK NO. T242449	

THIS PURCHASE DOES INCLUDE PRODUCTS SUCH AS EXTENDED WARRANTY OR ACCESSORIES THAT ARE NOT REPRESENTED OR WARRANTED BY THE MANUFACTURER. THESE PRODUCTS ARE REPRESENTED AND WARRANTED BY THEIR OWN COMPANIES.

CUSTOMER INITIALS

PAYOFF VERIFICATION STATEMENT

THE PAYOFF ON THE TRADE-IN VEHICLE IS ESTIMATED UPON PAYMENT VERIFICATION THE CUSTOMER WILL BE RESPONSIBLE FOR ANY AMOUNT ABOVE AND BEYOND: \$

CUSTOMER INITIALS CUSTOMER INITIALS

NATIONAL CALL YES NO

I/WE GIVE PERMISSION FOR A POTENTIAL BUYER OF THE TRADE VEHICLE(S) TO CONTACT ME/US:

Signed

THE PURCHASE AGREEMENT MAY BE CONDITIONED UPON ACCEPTANCE OR APPROVAL BY A 3RD PARTY FINANCIAL INSTITUTION. IF APPROVAL IS NOT OBTAINED FROM SAID INSTITUTION, THIS AGREEMENT AND RELATED DOCUMENTS ARE NULL AND VOID.

CUSTOMER INITIALS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS', AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

AS IS

THIS USED MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER'S SIGNATURE:

I GUARANTEE THAT THE TITLE OF MY TRADE VEHICLE(S) IS NOT A SALVAGE TITLE AND THE VEHICLE NEVER HAS HAD A SALVAGE TITLE. I FURTHER STATE THAT ALL EMISSIONS EQUIPMENT AND ALL ORIGINAL SAFETY RESTRAINT EQUIPMENT INCLUDING BUT NOT LIMITED TO THE SAFETY BELTS OR AIR B DIFFERENCE IN VALUE HAD THE TITLE NOT BEEN SALVAGE.

BUYER'S SIGNATURE:

CASH PRICE OF VEHICLE	\$	39,020
		-\$4,000

DOCUMENTARY FEE - See reverse #9	\$	299.00
STATE AND LOCAL TAXES	\$	
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	\$	

USED VEHICLE TRADE-IN #1	YR	MAKE	MDL
	ENG	TRANS	BODY
	MILES	COLOR	
	V.I.N		
	BALANCE OWED TO		R <input type="checkbox"/> L <input type="checkbox"/>
USED VEHICLE TRADE-IN #2	YR	MAKE	MDL
	ENG	TRANS	BODY
	MILES	COLOR	
	V.I.N		
	BALANCE OWED TO		R <input type="checkbox"/> L <input type="checkbox"/>
TRADE-IN ALLOWANCE	USED TRADE-IN ALLOWANCE		\$0.00
	BALANCE OWED OR TRADE-IN		\$0.00
	ALLOWANCE OR TRADE-IN (Applied Below)*		\$0.00
DOWNPAYMENT ALLOWANCE	DOWN PAYMENT		
	and/or \$ rebates		
	and/or \$ rebates		
	and/or \$ rebates		
	*ALLOWANCE ON TRADE-IN (See Above for Details)		\$0.00
TOTAL DOWN PAYMENT ALLOWANCE		\$	\$0.00
UNPAID CASH BALANCE DUE ON DELIVERY		\$	35,319

The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered info, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of copy of this order.

01/14/2025 ACCEPTED BY: 

PURCHASER'S SIGNATURE CO-BUYER DATE DEALER OR AUTHORIZED REPRESENTATIVE



(<https://www.woodhousefordblair.com>)



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\$4,000 OFF of MSRP!!!



\$4,000 OFF of MSRP!!!



NEW 2024 Ford Ranger XL 4WD Super Crew
VIN: 1FTE4PHXRLE54167 STOCK: T242449



(<https://www.woodhousefordblair.com/2024-ford-ranger-xl-4wd-super-crew-1fter4phxrle54167/printvdp>)

MSRP	\$39,020(https://www.woodhousefordblair.com/inventory/new-2024-ford-ranger-xl-4wd-super-crew-1fter4phxrle54167/)
Woodhouse Discount	-\$4,000(https://www.woodhousefordblair.com/inventory/new-2024-ford-ranger-xl-4wd-super-crew-1fter4phxrle54167/)
Doc Fee	+\$299(https://www.woodhousefordblair.com/inventory/new-2024-ford-ranger-xl-4wd-super-crew-1fter4phxrle54167/)
WOODHOUSE PRICE	\$35,319 (https://www.woodhousefordblair.com/inventory/new-2024-ford-ranger-xl-4wd-super-crew-1fter4phxrle54167/)
Details	

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025826 347/2019

1FTER4PHX

RLE54167

NB

GU13

VEHICLE DESCRIPTION

RANGER

RL E54167



ford.com

2024 SUPERCREW 4X4 XL
128" WHEELBASE
2.3L ECOBOOST ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR OXFORD WHITE
INTERIOR EBONY PREMIUM CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LIGHTS
- EASY FUEL® CAPLESS FILLER
- FENDER BADGE
- FULL SIZE SPARE TIRE/WHEEL
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK
- HEADLAMPS - AUTO ON/OFF
- PICKUP BOX TIE DOWN HOOKS
- REMOTE TAILGATE LOCK
- WHEEL LIP MOLDINGS
- WIPERS - INTERMITTENT

INTERIOR

- 1-TOUCH UP/DOWN DRIVER WIN
- 10" CENTER TOUCHSCREEN
- 2ND ROW FOLD BENCH
- CRUISE CONTROL
- DIGITAL INSTRUMENT CLUSTER
- DUAL SENSORS
- LOCKING GLOVE BOX
- POWER LOCKS AND WINDOWS
- POWERPOINTS-12V, USB A & C
- SEATS - MANUAL
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUDIO - 6 SPEAKERS
- BRAKES - ANTI-LOCK SYSTEM
- ELECTRIC PARKING BRAKE
- INDEPENDENT FRONT SUSPEN
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SELECTSHIFT®
- SYNCHMA

SAFETY/SECURITY

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- CTR HIGH MOUNT STOP LAMP
- LATCH CHILD SAFETY SYSTEM
- PASSIVE ANTI-THEFT SYSTEM
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 100A
*XL SERIES

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- 255/70 R17 A/T TIRE
- 3.73 LOCKING DIFFERENTIAL
- STX APPEARANCE PACKAGE
- FOG LAMPS
- 17" SILVER PAINTED ALUM WHL
- FRONT LICENSE PLATE BRACKET
- CARPET FLOORING
- TRAILER TOW PACKAGE

420.00
NO CHARGE

NO CHARGE
145.00
495.00

PRICE INFORMATION

BASE PRICE	\$36,365.00
TOTAL OPTIONS/OTHER	1,060.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	\$37,425.00
	1,895.00

(MSRP)

EPA DOT Fuel Economy and Environment

Fuel Economy

22 MPG
combined city/hwy

20 city
24 highway

4.5 gallons per 100 miles

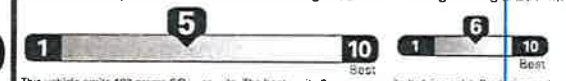
Standard Pickup Trucks range from 12 to 73 MPG. The best vehicle rates 140 MPGe.

You spend \$2,500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 402 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	Not Rated
----------------------	-------------------------	------------------

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	Not Rated
-------------------	-----------------------------	------------------

Based on the risk of injury in a side impact.

Rollover	Not Rated
-----------------	------------------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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SCAN OR TEXT 2FRL5E167 TO 48028

Mag 0 Data return may apply. Text HELP for help



www.ford.com/fordprotect/terms

RAMP ONE	
RM6P	
RAMP TWO	RAIL
	ITEM #: 53-1502 O/T 2

TOTAL MSRP \$39,020.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

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This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

01/14/2025

3202409261416

Mike Christensen

From: Todd Jarosz
Sent: Tuesday, January 14, 2025 8:51 AM
To: Mike Christensen
Subject: RE: Attached Image

FYI, The quote you got from Woodhouse is lower than the ones I can get from State bid and Sourcewell ... I would say call them to see if they can hold it for you. I will get you the paperwork this morning.

Todd Jarosz
Fleet Superintendent
City of Bellevue
Bellevue NE, 68005
todd.jarosz@bellevue.net
(phone) 402-293-3129
(Fax) 402-293-3164

From: Mike Christensen <Mike.Christensen@bellevue.net>
Sent: Tuesday, January 14, 2025 8:26 AM
To: Todd Jarosz <Todd.Jarosz@bellevue.net>
Subject: FW: Attached Image

From: permitscopier@bellevue.net <permitscopier@bellevue.net>
Sent: Monday, January 13, 2025 8:25 PM
To: Mike Christensen <Mike.Christensen@bellevue.net>
Subject: Attached Image

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
16084 OC

PAGE 1 of 2	ORDER DATE 10/23/24
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 08, 2024 THROUGH NOVEMBER 07, 2025

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 119949 O8

Contract to supply and deliver Ford Light & Heavy Duty Trucks (XLT Trim Level Only) to the State of Nebraska.

This is the initial term of the contract as amended.

The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:
Name: Bobby Colclasure
Phone: (402) 617-4521
E-Mail: Bobby.Colclasure@andersonautogroup.com

For vehicle price sheet, see attachments A- B
For options price sheet, see attachments C- D
For minimum required specifications, see attachment E
For delivery instructions, see attachment F

(JR 10/24/2024)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FORD LIGHT & HEAVY DUTY TRUCKS (XLT TRIM LEVEL ONLY) SEE ATTACHMENT A SEE ATTACHMENT B	1,000,000.0000	\$	1.0000
2	OPTIONS	100,000.0000	\$	1.0000

DS
RT

11/6/2024

DocuSigned by:
Joshua Riekenberg 11/6/2024
BUYER

DocuSigned by:
[Signature] 11/7/2024
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
16084 OC

PAGE 2 of 2		ORDER DATE 10/23/24	
BUSINESS UNIT 9000		BUYER JOSHUA RIEKENBERG (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SEE ATTACHMENT C			
	SEE ATTACHMENT D			

BUYER INITIALS



1-855-289-8572
 Fax 1-831-480-8497
 Fleet@NationalAutoFleetGroup.com

Welcome Todd Jarosz

[Edit My Profile](#) | LOG OFF

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 5 of 8
 Please select all your desired Options

[Build Your Vehicle](#) > [2025 Ford](#) > [Ranger](#) > XL 4WD SuperCrew 5' Box 128.7" WB



2025 Ford Ranger XL 4WD SuperCrew 5' Box 128.7" WB

[Click here to view General Info](#)

[Click here to view Technical Specifications](#)

[Click here to view Standards](#)

[Hide Options](#)

[Click here to view Configuration Checklist](#)

[Click here to view Colors](#)

OPTIONS

ENGINE

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	99H	Engine: 2.3L EcoBoost, (STD)	\$0

TRANSMISSION

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	44T	Transmission: Electronic 10-Speed Automatic, (STD)	\$0

TIRES

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	—	Tires: 255/70R17 All-Terrain BSW, (STD)	\$0
<input type="checkbox"/>	TGX	Tires: LT255/70R17 All-Terrain OWL	\$275

PRIMARY PAINT

State	Code	Description	MSRP
<input type="checkbox"/>	M7	Carbonized Gray Metallic	\$0
<input type="checkbox"/>	T9	Marsh Gray	\$0

<input checked="" type="checkbox"/>	YZ	Oxford White	\$0
<input type="checkbox"/>	G1	Shadow Black	\$0
<input type="checkbox"/>	VA	Desert Sand	\$0
<input type="checkbox"/>	E7	Velocity Blue Metallic	\$0
<input type="checkbox"/>	RR	Ruby Red Metallic Tinted Clearcoat	\$495

SEAT TYPE

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	BH	Ebony, Cloth Front Bucket Seats, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift	\$0

AXLE RATIO

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	---	3.73 Axle Ratio, (STD)	\$0
<input type="checkbox"/>	X73	Electronic-Locking Rear Differential	\$420

ADDITIONAL EQUIPMENT

State	Code	Description	MSRP
<input type="checkbox"/>	67J	Ford Co-Pilot360, -inc: pre-collision assist w/Automatic Emergency Braking (AEB), pedestrian detection, forward collision warning, dynamic brake support and digital rear view camera, Auto High-Beam Headlamps, Lane-Keeping System, lane-keeping alert, lane-keeping aid and driver alert, Rear Parking Sensors & Reverse Brake Assist, Blind Spot Information System (BLIS), cross-traffic alert and trailer coverage	\$625
<input type="checkbox"/>	53R	Trailer Tow Package, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver	\$495
<input type="checkbox"/>	41H	Engine Block Heater	\$190
<input type="checkbox"/>	18D	Black Running Boards	\$695
<input type="checkbox"/>	47G	Integrated Box Side Step	\$215
<input type="checkbox"/>	153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others	\$0
<input type="checkbox"/>	17B	Front & Rear Splash Guards/Mud Flaps	\$130
<input type="checkbox"/>	86S	Tough Bed Spray-In Bedliner	\$495
<input type="checkbox"/>	86Q	Modular Drop-In Bedliner	\$345
<input type="checkbox"/>	65D	Non-Configurable Daytime Running Lamps (DRL), -inc: Replace the standard configurable Daytime Running Lamps (DRL)	\$45
<input type="checkbox"/>	96B	Paint Protection Film	\$350
<input type="checkbox"/>	60B	Under Rear Seat In-Vehicle Safe	\$330
<input type="checkbox"/>	16E	Carpet Floor Covering w/Carpet Floor Mats	\$145
<input type="checkbox"/>	17C	Tray Style Floor Lincr w/Carpet Floor Mats	\$200
<input type="checkbox"/>	17A	Tray Style Floor Liner, -inc: Does not include carpet floor mats	\$160
<input type="checkbox"/>	94D	Soft Folding Tonneau Pickup Box Cover	\$600
<input type="checkbox"/>	94E	Hard Folding Tonneau Pickup Box Cover	\$1180
<input type="checkbox"/>	94J	Retractable Tonneau Pickup Box Cover	\$2200
<input type="checkbox"/>	94B	Pickup Box Extender	\$320
<input type="checkbox"/>	60H	Exterior Backup Alarm, -inc: Trailer Tow Package, towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver	\$680
<input type="checkbox"/>	55J	120V/400W In-Cab & In-Bed Power Outlets, -inc: LED bed lighting	\$225
<input type="checkbox"/>	60E	Center Console In-Vehicle Safe	\$520

OPTION PACKAGE (Must Pick One)

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	100A	Equipment Group 100A Standard	\$0

Once you complete your build, an advisor will contact you to review your request

Attachment A Ford Light Duty Trucks												
Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Trim	Drive	Engine	Engine	Engine	
F9	Ford	Mavrick							2.5L Hybrid			
F9A	Ford	Mavrick	Super	54"	2025	Mid size Truck	XLT	AWD	\$31,186			
F9B	Ford	Mavrick	Super	54"	2025	Mid size Truck	XLT	FWD	\$28,927			
F10	Ford	Ranger							2.3L EcoBoost	2.7L Eco Boost		
F10A	Ford	Ranger	Super Crew	5'	2025	Truck	XLT	4x2	\$31,540			
F10B	Ford	Ranger	Super Crew	5'	2025	Truck	XLT	Part-time 4x4	\$37,220	\$39,179		
F10	Ford	F150							2.7L Eco Boost	5.0L V8	3.5L V6 EcoBoost	
F10E	Ford	F150	Super Cab	6-1/2'	2025	Truck	XLT	4x2	\$36,879	\$40,810	\$41,310	
F10F	Ford	F150	Super Cab	6-1/2'	2025	Truck	XLT	4x4	\$42,252	\$44,683	\$44,983.00	
F10	Ford	F150							2.7L Eco Boost	5.0L V8	3.5L V6 EcoBoost	
F10I	Ford	F150	SuperCrew	5-1/2'	2025	Truck	XLT	4x2	\$36,974	\$41,905	\$41,905	
F10J	Ford	F150	SuperCrew	5-1/2'	2025	Truck	XLT	4x4	\$42,487	\$45,931	\$45,331.00	
F10	Ford	F150							2.7L Eco Boost	5.0L V8	3.5L V6 EcoBoost	
F10L	Ford	F150	SuperCrew	6-1/2'	2025	Truck	XLT	4x4	\$46,446	\$45,246	\$46,089.00	

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid. NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP	5%
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SUMMARY

Base Price	MSRP
Manufacturer Destination Charge	\$36625
Total Options Price	\$1595
Total Price	\$0
	\$38220 ← MSRP only. Not your Sourcewell member price.

[View the Sourcewell Price Report](#)

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COUNTY Sarpy		DATE (MONTH/DAY/YEAR) 01/18/2025
PURCHASER'S NAME City Of Bellevue		
STREET ADDRESS 1500 Wall St		
CITY Bellevue	STATE NE	ZIP 68005
RES. PHONE (402) 689-5939	CELL PHONE (402) 689-5939	BUS. PHONE
E-MAIL mike.christensen@bellevue.net		

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>		YEAR: 2024	MAKE: Ford	MODEL: Ranger
SALES REP Deric Hahn	SALES REP	BODY: XL STX	COLOR: Oxford White	MILES: 20
FINANCE MANAGER		V.I.N: 1FTER4PHXRLE54167	STOCK NO.: T242449	

THIS PURCHASE DOES INCLUDE PRODUCTS SUCH AS EXTENDED WARRANTY OR ACCESSORIES THAT ARE NOT REPRESENTED OR WARRANTED BY THE MANUFACTURER. THESE PRODUCTS ARE REPRESENTED AND WARRANTED BY THEIR OWN COMPANIES.

CUSTOMER INITIALS

PAYOFF VERIFICATION STATEMENT

THE PAYOFF ON THE TRADE-IN VEHICLE IS ESTIMATED UPON PAYMENT VERIFICATION THE CUSTOMER WILL BE RESPONSIBLE FOR ANY AMOUNT ABOVE AND BEYOND: \$

CUSTOMER INITIALS CUSTOMER INITIALS

NATIONAL CALL YES NO

I/WE GIVE PERMISSION FOR A POTENTIAL BUYER OF THE TRADE VEHICLE(S) TO CONTACT ME/US:

Signed

THE PURCHASE AGREEMENT MAY BE CONDITIONED UPON ACCEPTANCE OR APPROVAL BY A 3RD PARTY FINANCIAL INSTITUTION. IF APPROVAL IS NOT OBTAINED FROM SAID INSTITUTION, THIS AGREEMENT AND RELATED DOCUMENTS ARE NULL AND VOID.

CUSTOMER INITIALS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

AS IS

THIS USED MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER'S SIGNATURE:

I GUARANTEE THAT THE TITLE OF MY TRADE VEHICLE(S) IS NOT A SALVAGE TITLE AND THE VEHICLE NEVER HAS HAD A SALVAGE TITLE. I FURTHER STATE THAT ALL EMISSIONS EQUIPMENT AND ALL ORIGINAL SAFETY RESTRAINT EQUIPMENT INCLUDING BUT NOT LIMITED TO THE SAFETY BELTS OR AIR B DIFFERENCE IN VALUE HAD THE TITLE NOT BEEN SALVAGE.

BUYER'S SIGNATURE:

CASH PRICE OF VEHICLE	\$ 39,020
	-\$4,000

DOCUMENTARY FEE - See reverse #9	\$ 299.00
STATE AND LOCAL TAXES	\$
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	\$

USED VEHICLE TRADE-IN #1	YR	MAKE	MDL
	ENG	TRANS	BODY
	MILES	COLOR	
	V.I.N		
	BALANCE OWED TO	R <input type="checkbox"/>	L <input type="checkbox"/>
USED VEHICLE TRADE-IN #2	YR	MAKE	MDL
	ENG	TRANS	BODY
	MILES	COLOR	
	V.I.N		
	BALANCE OWED TO	R <input type="checkbox"/>	L <input type="checkbox"/>
TRADE-IN ALLOWANCE	USED TRADE-IN ALLOWANCE		\$0.00
	BALANCE OWED OR TRADE-IN		\$0.00
	ALLOWANCE OR TRADE-IN (Applied Below)*		\$0.00
	DOWN PAYMENT		
	and/or \$ rebates		(11376) \$1,000
DOWN PAYMENT ALLOWANCE	and/or \$ rebates		
	and/or \$ rebates		
	*ALLOWANCE ON TRADE-IN (See Above for Details)		\$0.00

TOTAL DOWN PAYMENT ALLOWANCE	\$ 0.00
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 34,319

The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of copy of this order.

01/18/2025 ACCEPTED BY:

PURCHASER'S SIGNATURE

CO-BUYER

DATE

DEALER OR AUTHORIZED REPRESENTATIVE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
1/21/2025

COUNCIL MEETING DATE: 01/21/25		SUBMITTED BY: Chief Clary	
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:

SDLEA Interlocal Cooperation Agreement

SYNOPSIS/BACKGROUND:

This is the ongoing agreement between Bellevue, Papillion, LaVista, Sarpy County, Douglas County, and Metro Community College that allows us to hold our own police basic academy.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="Yes"/>
CONTRACT DESCRIPTION: <input type="text" value="SDLEA Interlocal Agreement"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="10/01/24"/>	CONTRACT TERM: <input type="text" value="one-year"/>	CONTRACT END DATE: <input type="text" value="09/30/25"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

I recommend having Mayor Hike sign the Interlocal Agreement

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="SDLEA Interlocal 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:



INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this ___ day of ____, 2025, by and Sarpy County, Nebraska (hereinafter "Sarpy"), Douglas County, Nebraska (hereinafter "Douglas"), the City of Bellevue, Sarpy County, Nebraska (hereinafter "Bellevue"), the City of Papillion, Sarpy County, Nebraska (hereinafter "Papillion"), the City of La Vista, Nebraska, Sarpy County, Nebraska (hereinafter "La Vista") and the Nebraska Metropolitan Community College Area, ("hereinafter "MCC"), on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies provide for the training of law enforcement officers of each of the Participating Agencies by participation in a State-approved law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the six-member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - b. "Participating Agencies," "Agencies," or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
 - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.

- d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.
 - e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
 - f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
 - g. "Super Majority" shall mean five of the six members of the Advisory Board.
 - h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police, or any Authorized Representative's respective designee.
 - i. "SDLEA Director of Training", "Academy Training Director", and "Director", shall mean a person under the employ of the Fiscal Agent, who is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program.
 - j. "Police Training Instructor" shall mean a person under the employ of the Fiscal Agent who provides professional work instructing law enforcement recruits at the SDLEA, and who reports to the SDLEA Director of Training.
 - k. "Non-Employee Student" shall mean students who are not employees of a Participating Agency.
2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.
 3. Purpose: The purpose of this Agreement is to formally extend an agreement to deliver the State of Nebraska basic curriculum for law enforcement officers.
 4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The Advisory Board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Advisory Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Advisory Board members, to be involved in any and all such decisions. An Advisory Board member shall be

deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of January, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

Advisory Board Meetings shall be held in compliance with the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407, et seq.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

During the initial term of this Agreement, the Advisory Board shall initiate a strategic plan addressing membership, facilities, and a financial projection for the Sarpy Douglas Law Enforcement Academy. The strategic plan shall be submitted by the Advisory Board to the Participating Agencies by June 30, 2025.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

- a. Director, Police Training Instructor, and Participating Agency Instructors. The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Director: The City of La Vista will select and hire the Director, with the advice and consent of the Advisory Board. The Director shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Director from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Director, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The City of La Vista shall be responsible for providing the Advisory Board with a semi-annual update of the Director's job performance. At such times, the Advisory Board may provide input.

Sarpy-Douglas Law Enforcement Academy Police Training Instructor: The City of La Vista will select and hire the Police Training Instructor, with the advice and consent of the Advisory Board. The Police Training Instructor shall be employed by the City of La Vista and shall be directly supervised

by the Academy Training Director. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Police Training Instructor shall be communicated to the Academy Training Director. The City of La Vista shall have full authority to make any final determinations on all matters concerning the employment of the Police Training Instructor, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The Academy Training Director shall be responsible for providing the Advisory Board with an annual evaluation of the Police Training Instructor's job performance.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy Advisory Board will select, develop, and support the necessary Instructor Specialists from among the subject matter expert employees of the Participating Agencies. The Academy Director shall identify practicing attorneys who hold Legal Instructor Certification. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council. They shall be approved as General Instructors or Professional Instructors by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees and assign, if selected by the Director, Instructor Specialists to instruct an equitable share of the course of study for every Academy session based on the Participating Agency's personnel, and according to each Participating Agency's abilities and subject to the Participating Agency's immediate needs, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Director a list of Instructor Specialists available to teach during the specific Academy session. The Director shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.
- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class when the Participating Agency has a law enforcement recruit enrolled.

- The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.

Additional Positions: It is the responsibility of the Advisory Board to evaluate and, if warranted, recommend to the Participating Agencies' governing bodies the employment of additional funded positions within the SDLEA.

- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA during the initial term of this Agreement shall be the Metropolitan Community College La Vista, Nebraska, campus. Future locations and facilities shall be determined and agreed upon by a simple majority vote of the Advisory Board. Each Participating Agency shall make classroom space available for an Academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Director and Fiscal Agent (for example, range, driving track, other).
- c. SDLEA Budget: The Director shall develop and submit a proposed Budget to the Fiscal Agent by April 1 of each calendar year. The Fiscal Agent shall provide the proposed budget, inclusive of proposed salary/wage increases for SDLEA paid staff, to the Advisory Board by May 1 of each year. On or before June 1 of each year the budget and contribution to shared expenses of each Participating Agency shall be subject to a vote of the Advisory Board. If the Advisory Board approves the proposed budget by a super majority vote, the proposed budget shall be subject to the approval of the Fiscal Agent's governing body. If approved by the Fiscal Agent's governing body, the proposed SDLEA budget shall be adopted and provided to each Participating Agency.

Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided equally among the Participating Agencies. The contribution amount will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent's governing body according to the due dates set out in the Fiscal Agent's budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By May 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "iii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy.

- i. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Academy Training Director and Police Training Instructor, and any future paid staff, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.
 - ii. Except for the Academy Training Director and the Police Training Instructor, and any future paid SDLEA staff, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.
 - iii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
- d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. The Advisory Board shall also establish by super majority vote the training fee required of any Non-Employee Students admitted under the terms outlined herein, and consistent with the requirements of Nebraska Administrative Code Title 79. All training fees shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.

Upon approval by the State of Nebraska to instruct Non-Employee Students, if a Recruit Class is not full (24 recruits), unfilled positions in the class may be available to Non-Employee Students, subject to the approval of a super majority vote of the Advisory Board. Any admission of a Non-Employee Student shall be evaluated on a class-by-class basis. All fees, including the SDLEA training fee shall be the responsibility of the Non-Employee Student's employing law enforcement agency. All Non-Employee Student recruits admitted must be current employees of a Nebraska law enforcement agency.

- e. Grants: Grant funds will be sought by the Academy Training Director and Participating Agencies to be used to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
 - f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
 - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.
6. Dispute Resolution Process: In the event of a dispute arising under this Agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within fourteen (14) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
7. Term of Agreement: This Agreement shall be effective for a term of one (1) year beginning on October 1, 2024, and ending September 30, 2025. Except as provided in paragraph 21 of this Agreement, during the initial one-year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the initial one-year term, the Agreement shall automatically renew for one (1) additional one year term unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other Participating Agencies as to its desire to withdraw or terminate or amend the Agreement. During a renewal period, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. During a renewal period, any Party to the Agreement may withdraw its participation. In the event that this Agreement is not renewed prior to expiration, it shall continue in full force and effect during renewal negotiations until replaced by a succeeding agreement or terminated by the provisions herein.

Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination of this Agreement shall remove and retake possession of such property. Any property, resources, or equipment purchased or donated on behalf of the participating

agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.

8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
9. Miscellaneous.
 - a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.
 - b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.
 - c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group

insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
12. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. Termination by Material Breach or by Agreement.

Termination by Material Breach: A Party shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences

to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement: Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property,

including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY
County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR SARPY COUNTY
County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

FOR CITY OF BELLEVUE
Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100

FOR CITY OF LA VISTA
Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPIILLION
Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

FOR METROPOLITAN
COMMUNITY COLLEGE
Chief of Police
Metropolitan Community College
5300 North 30th Street
Omaha, NE 68111
(531) 622-2647

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

21. Unavailability of Funding: Due to possible future reductions including but not limited City, County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the

consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.

22. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
23. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party 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 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.
24. Public Benefits. With regard to Neb. Rev. Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108–113.
25. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
26. Joint Educational Work Product. Any original curriculum, including but not limited to: planning documents, lesson plans, audio-visual aids, testing review and testing materials developed exclusively for the SDLEA are the property of the SDLEA Advisory Board. No use, transfer, or release of any such materials for profit, or alternative educational instruction governed by the Coordinating Commission for Postsecondary Education Act, may occur without approval by a super majority of the Board.

Upon dissolution of the SDLEA, all such educational work product shall remain the property of the Fiscal Agent to be held by the Fiscal Agent as a law enforcement training record consistent with records retention and Public Records Act requirements, and any copies thereof held by members of other Participating Agencies shall be returned to the Fiscal Agent for inclusion in the official training record.

This section does not prevent a Participating Agency or Participating Agency's employees from exercising control over training materials created by them for instruction to the Participating Agency's employees in the course of their employment with the Participating Agency.

- 27. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
- 28. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
- 29. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- 30. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPIILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)

Approved as to Form

METROPOLITAN COMMUNITY
COLLEGE AREA

MCC General Counsel

(College President)

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

16c.
1/21/2025

COUNCIL MEETING DATE: 1/21/2025		SUBMITTED BY: Chief Perry Guido	
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:

City Internet and Cyber security

SYNOPSIS/BACKGROUND:

Bellevue along with Sarpy and Papillion will be using Sentinal Technologies Inc. (fortis) for 24/7 security monitoring of our our Internet,email and servers for cyber or any other intrusions. Cost is \$6957.25 on time installation and setup costs and \$6144.68 per month. This is one of the areas we have been working on with the insurance carriers to insure we have 24/7 monitoring for coverage.

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 purchase.

ATTACHMENTS:

1. <input type="text" value="Contract"/>	2. <input type="text" value="MSA"/>	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: _____

Donna Miller
[Signature]
[Signature]



MASTER SERVICES AGREEMENT

This Agreement is made by and between Sentinel Technologies, Inc. ("Contractor"), with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bellevue ("Customer"), with principal offices at 1500 Wall Street, Bellevue, NE 68005. Contractor and Customer are collectively referred to as the "Parties."

Effective Date 01/08/2025

Agreement No. 001r1-BW-m-JeR

In consideration of the mutual promises described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of equipment and/or professional services (collectively referred to as the "Services"). Specific projects will be detailed in a Project Scope and Billing document (Appendix A). New Appendices A will be executed for each subsequent project between the Parties. The existence of this Agreement relieves the Parties from having to renegotiate standard terms and conditions each time the Parties desire to do additional projects. In the event of a conflict between the provisions of any Appendices A and the provisions of this Agreement, the provisions contained in Appendices A will prevail.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, business plan, marketing, sales, operating, performance, cost, pricing and/or pricing strategies, know-how, business and process information, computer programming techniques, software, micro-code, firmware and all record-bearing media containing or disclosing such information and techniques, which is disclosed by one party to this Agreement ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement. Any information received orally will be treated as confidential only if the Disclosing Party notifies the Receiving Party at the time of disclosing the information and confirming the same in writing within 24 hours of disclosing the information that the information is confidential or would be of such character that a reasonable person would believe it to be confidential in nature. Notwithstanding the foregoing, Confidential Information will not include information that is (a) developed independently by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (b) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving Party; (c) in the public domain when received or thereafter enters the public domain through no fault of the Receiving Party; (d) provided by the Disclosing Party without restriction; or (e) disclosed by the Receiving Party pursuant to public records statutes or any statute, regulation, or the order of a court of competent jurisdiction.

The Parties agree to use such Confidential Information of the Disclosing Party only as it relates to the performance of the obligations under this Agreement and to hold each other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party will use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.

3. TERM AND TERMINATION

- a. The Initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event the Term expires before the term of any Appendix A or purchase order executed pursuant to this Agreement, the Term shall be extended to the expiration date of such Appendix A or purchase order.



- b. After providing Contractor with written notice of defective service and, providing Contractor has failed to cure such defective service within thirty (30) days of receipt of such written notice, Customer may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, Customer shall pay Contractor for the portion of the Services performed through the date of termination. Contractor shall cease to perform Services under this Agreement on the date of termination.
- c. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

4. EMPLOYEES

- a. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel.

5. INDEMNIFICATION

Contractor and Customer shall indemnify and hold the other harmless (including their respective officers, directors, agents, employees and subcontractors) against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged, or recoverable by reason of any Claim arising out of or relating to any act of error or omission, or misconduct of the indemnifying party, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement.

6. WARRANTY

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this Agreement and Contractor makes no warranties whatsoever with regard to said Product.

7. LIMITATION OF REMEDIES

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND, SHALL BE LIMITED TO THE REPERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's willful or gross negligence.

8. GENERAL PROVISIONS

- a. Sub-Contracting. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s) shall possess the technical qualifications to perform service and is approved in advance by the Customer.
- b. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.



10. POSSESSION AFTER TERMINATION OF AGREEMENT

No later than ten (10) business days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such ten (10) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the Parties hereto have signed this Agreement as of the date signed below.

CUSTOMER:
City of Bellevue

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



SOC Expansion

Contract # 008827

Version 9

1Government Procurement Alliance (1GPA) #21-02PV-08

Prepared for:

City of Bellevue

PJ Biodrowski
pj@sarpy.gov



Fortis Appendix A

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bellevue with principal offices at 1500 Wall Street Bellevue, NE 68005.

The terms and conditions on the website, <https://www.sentinel.com/terms-and-conditions>, are incorporated by reference and govern the purchase of products and services from Fortis™.

Please refer to the pricing summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the pricing summary will yield to the pricing summary as the prevailing contractual commitment

Provision of Services

The Parties acknowledge that this cloud agreement outlines several service options available to the Customer. Not every option will be included as part of the final solution agreed upon by the Parties. Instead, the Solution Summary and Pricing Summary shall delineate all included service options.

Fortis Statement of Work - Active Defense

ActiveDefense XDR Contracted Elements

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

IaaS Inclusion

Shared Internet Services

Sentinel has provided shared Internet media with VPN capabilities per the Pricing Summary of this document. Included are Internet VPN connections per the design and quantified in the Pricing Summary. All internet services included are dual provider redundant with BGP peering for non-stop internet service guaranteed within the CloudSelect® SLA agreement. Shared internet services include secure virtual routing and setup for same under full Sentinel monitoring and managed services. Customers do not have direct access to the shared routing services and are to open a service ticket for any changes required within the managed services commitment. VPN services are provided to a customer compatible IPSEC VPN device and will be planned within the initial deployment effort. If indicated within the Pricing Summary, a Sentinel-managed router will be provided with the capacity indicated in the dedicated or metered Internet service. In the absence of this inclusion, the customer will be required to provide appropriate IPSEC termination device(s).

Note that Sentinel will meter and invoice actual Internet usage with this model at the documented rate. Internet traffic can burst, and the inclusion in the Pricing Summary is considered the minimum monthly commitment for this metered element. Usage above this will be billed monthly as indicated in the metered services section of this contract. Sentinel does not limit the amount of data transferred with this service, and instead will meter on the bandwidth consumption over the monthly period for usage-based billing.

Dedicated Internet Services

If indicated in the Pricing Summary of this document, dedicated Internet will be provided with unlimited transfer of data included. Internet services will be configured to the size indicated of the Private Virtual Data Center (PVDC) and/or dedicated Internet allocation within the Pricing Summary. Please note that the PVDC allocation is aggregate ingress and egress, and the PVDC licensed router will stop transferring data at the specified bandwidth noted.



Fortis Statement of Work - Active Defense

If this is an additional allocation to an existing PVDC, please note that Sentinel will work with the cloud services team to allocate the new PVDC bandwidth and cloud services router.

VPN Services

Although in some designs this may not be required, if indicated with Internet VPN, the number of tunnels included will be planned and designed. This will be managed and monitored on all included items noted. Monitoring and management of customer premise security devices is not included unless otherwise specified. VPN services are highly recommended for communication of sensitive data to and from any cloud services provider, including CloudSelect®.

Sentinel onboarding engineers will work with the customer for the optimal VPN design for their deployment as well as placement of log aggregation services. This will be documented and deployed as a part of this managed services onboarding agreement.

Internet Connections Protected

CloudSelect® INTERNETaaS

Designs in which some or all customer internet traffic will traverse the CloudSelect® Internet connections are considered to be INTERNETaaS. Unless otherwise indicated, this service is delivered either metered or as a dedicated service and is NOT subject to inspection or treatment unless noted elsewhere. Any notifications from legal officials or otherwise will be directed to the end user of such services for remediation. Please refer to the Internet use policy for a full understanding of CloudSelect® INTERNETaaS.

Please refer to the overall design diagram and any other scope of work sections for the use of INTERNETaaS and any traffic monitoring, management, and/or treatment of same for more information.

Customer Premise Internet Connections

Within the Pricing Summary the "Number of customer internet connections" item indicates the number of connections from the customer's network that are being inspected or treated with Sentinel SECaaS offering. If this indication is inaccurate or changes, it is the customer's responsibility to alert Sentinel and determine the risk and impact of same without SECaaS treatment of the traffic going in and out of the customer network. While the number of connections may not be required to match the exact number of IDS/IPS (intrusion detection/prevention sensors), it is often the same or similar in quantity. Sentinel will review any connections being inspected, including customer premise and CloudSelect® connections with the customer to assure a complete understanding of the design and points of inspection and prevention for network-based security solutions.

Security as a Service - Requirements Overview

The following requirements are included within this contract for each area of the overview. During the deployment, services as indicated within the scope of work will be considered and included in the service offering. Sentinel will demonstrate the system readiness at any time for the customer as part of the deployment and also on demand with an open ticket throughout the term of the agreement.

Security as a Service (SECaaS) and Security Operations (SOC) Services Chart

The following chart has been included for convenience and is subject to change throughout the term of the contract. Sentinel's SECaaS can be delivered with and without the SOC services or additional high touch services such as recurring intelligence meetings. Sentinel's SECaaS refers to the technology delivered from CloudSelect® unless otherwise customized, and delivers a managed SIEM and sensor(s) where the customer is responsible for the management and interpretation of the security information in the SIEM. Sentinel is responsible for customer-placed tickets related to optimization, tuning of the environment, answering technical questions, and overall delivery of the service within the contracted SLAs. Once contracted for recurring meetings, full SOC services or other, the Sentinel security operations team provides detailed security involvement per the contracted terms and conditions.



Fortis Statement of Work - Active Defense

	ActiveDefense Platform Only	ActiveDefense Platform with SOC
PLATFORM		
Sentinel ActiveDefense App	Included	Included
Splunk Enterprise Security SIEM	Optional	Optional
Fortis Threat Exchange (FTX)	Included	Included
Foundational OTX Threat Feed	Included	Included
Advanced Threat Feeds	Optional	Optional
Alarming on Managed Integrations	Delivered to Customer	Sentinel SOC
SCALE OUT FILTERING		
Sentinel Elastic SmartFilter	Optional	Optional
INTRUSION DETECTION		
Sentinel IDS powered by Talos	Optional	Optional
Decoy Motion Sensors	Optional	Optional
VULNERABILITY SERVICES		
Managed Vulnerability Scanning	Optional with Tenable	Optional with Tenable
Bring Your Own Compatible Scanner	Optional	Optional
ADVANCED NETWORK ANALYSIS		
Netflow	Optional, Req Adequate Ingest	Optional, Req Adequate Ingest
REPORTING DASHBOARDS		
Standard Included Reporting	Included	Included
Custom Reporting	Optional Billed T&M	Optional Billed T&M
LOG RETENTION		
Hot Retention 3 Months Default	Included	Included
Extended Hot Log Retention	Optional, See Pricing Summary	Optional, See Pricing Summary
Warm, Cold, and Frozen Tiering	Optional Custom Design	Optional Custom Design
INTELLIGENCE REVIEWS		
IT Executive Report and Presentation	Monthly	Monthly
Quarterly Write/Up/Deep Dive	Quarterly	Quarterly
No Meetings, Platform Only	Optional	Not Available
INCIDENT RESPONSE		
Reactive T&M with Signature	Available	Available
Pre-paid Program Retainer	Available	Available
MANAGED SERVICES		
NOC and managed operations	Optional	Optional
SOC SERVICES		
24*7*365 "eyes on glass"		Included
Auto-Alerting to Sentinel ServiceNow		Included
P1 & P2 Email & Phone Alerting		Included
Daily Threat Hunting		Included
Threat Monitoring		Included
Threat Investigation		Included
Threat Assessments		Included
Malware Analysis		Included
Remediation Guidance		Included
Threat Containment		Optional, See Pricing Summary

ActiveDefense™ Platform Services

The Pricing Summary notes the included Splunk daily ingest and matching Sentinel ActiveDefense™ XDR platform application inclusion as applicable to this contract. This is an estimate for the expected daily ingestion rate for the platform and the upper limit as quoted. Sentinel will make a best effort to design the system within this ingestion rate without compromising security and advise the Customer during onboarding and throughout the contract.



Fortis Statement of Work - Active Defense

Other Existing SIEM Services

If indicated, the CloudSelect[®] SIEM will be either added to an existing SIEM environment or replacing an existing SIEM environment. Sentinel cannot guarantee compatibility with any existing SIEM offerings, and unless otherwise indicated, has not included any managed services nor direct migration for existing SIEM solutions. If indicated within the scope of work, any conversion or evaluation of the existing system will be performed for project onboarding services only. It is also viable to forward alerts to and from existing SIEM technologies. This is not included unless otherwise noted in the scope of work. Sentinel will require the customer's active support agreement and other SIEM vendor involvement and support. Unless otherwise noted, Sentinel has only included integration services for the SECaaS solution and ingesting or forwarding logs from alternate sources. In addition, any technology limitations within the environment are outside of the control of Sentinel and will not forfeit the contract terms and agreements as such but may cause a change in the log sources able to be integrated effectively.

Security Exchange Subscriptions

Fortis[®] Threat Exchange

During the term of this agreement while the customer account is in good standing, Sentinel will provide a subscription to the Fortis[®] Threat Exchange. This service requires an ActiveDefense[™] platform subscription and is critical to the functionality of the XDR, sensors, and (where applicable) SOC services.

During the course of this agreement, elements identified in the Pricing Summary section "*Fortis[®] Threat Exchange (FTX)*" are included within this contract. Customer environments are under constant change. Additional integration of log sources is common and expected. Sentinel will add/change/remove integrated elements via a customer-opened ticket and a Fortis[®] change agreement. This may include additional costs depending on what is being added or changed. Any termination of this contract or account out of good standing is subject to have this service ceased or temporarily disabled depending on the condition. Any contract termination will require Sentinel's removal of this service and all pertinent code. FTX is the sole property of Sentinel Technologies, Inc. and all code and intelligence included within FTX is proprietary information of Sentinel Technologies, Inc. With this service disabled, the XDR platform will not perform as expected.

Open Threat Exchange & Threat Feeds

Along with the ActiveDefense[™] platform subscription is the inclusion of Open Threat Exchange (OTX). OTX provides open access to a global community of threat researchers and security professionals. In addition, Sentinel includes other open source threat exchanges, adding context and enrichment to logs in order to identify high risk events and categorize them appropriately based on comparison to known threats from some of the most reliable sources in the industry.

Regulatory Compliance

Regulatory compliance requirements and audit support are outside of the scope of this contract and Sentinel recommends an advisory service engagement for the interpretation and readiness services. However, the system has compliance-specific reporting and services to assist with readiness and audit services. These must be noted to assure reporting and services are completely deployed and ready. Compliance needs after the initial deployment, if not included up front, will require a CloudSelect[®] Change Agreement and will be subject to T&M charges for the setup and validation.

HIPAA

ActiveDefense[™] offers HIPAA compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense[™] offering. If specified, the service will be deployed and managed to provide any included HIPAA services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense[™] platform.

PCI (payment card industry)

ActiveDefense[™] offers PCI compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense[™] offering. If specified, the service will be deployed and managed to provide any included PCI services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense[™] platform.



Fortis Statement of Work - Active Defense

Other Compliance Services

Other compliance services such as SOX, SSAE/SOC I or II, ISO, GPG 13, and more are supported within the offering. Unless otherwise noted in the Pricing Summary, Sentinel will not setup and assure reporting for these services. Please refer to the Pricing Summary and any compliance requirements that are specified and covered within the scope of work and ongoing support services. Should additional compliance requirements arise, reach out to your Sentinel account team to determine the requirements to add/change the service in order to meet these new regulatory requirements.

Customer Incident & Response Policy Status

As part of the Sentinel ActiveDefense™ service, Sentinel will review the customer's incident and response policy during the project deployment and onboarding service. Unless indicated in the Pricing Summary, Sentinel has not included any direct involvement in the customer's incident and response policy and procedures and assumes the customer will assure the policy is adhered to. Any requirement for the SECaaS system to integrate to any procedure or policy is excluded unless otherwise indicated in the Pricing Summary.

Sentinel highly recommends the customer maintain a well-documented incident and event response policy. This is important for all customers and a requirement for those under specific regulatory compliance. Sentinel offers Advisory and Consulting services around incident and event policy development and ongoing maintenance for same. If indicated in the Pricing Summary, this service may be included but as part of the ongoing SECaaS agreement. Maintenance, management, and auditing of the policy is the responsibility of the customer. Any changes to the policy or reporting needs that impact the service may require additional changes to the system, development, and/or scripting at time & materials rates.

Security Incident & Event Ticketing and Reporting

The Pricing Summary states the planned ticketing for the system and ongoing contract. By default, Sentinel assumes the integrated ActiveDefense™ ticketing will be utilized for the term of this contract. Unless otherwise stated, the ActiveDefense™ ticketing integral to the system will be maintained, updated, and supported by the Sentinel managed services team. Use of the ticketing system will be the responsibility of the customer unless Sentinel is otherwise contracted for additional services that specify and/or imply otherwise.

Sentinel has the ability to provide integration to customer ticketing systems. Sentinel can also offer federation of ServiceNOW systems with Sentinel's own ServiceNOW ITSM/ITOM services. Email out is included standard if requested during onboarding services. Bi-directional integration is possible with nearly any system, but is not included unless otherwise noted within the custom scope of work and/or Pricing Summary of this contract.

ActiveDefense™ Security Management consoles

ActiveDefense™ XDR (extended detection & response)

If contracted in the Pricing Summary, Sentinel's ActiveDefense™ includes either a shared or dedicated indexer for the deployment. This includes ActiveDefense™ platform services, intrusion detection capabilities with integrated and/or remote sensors as quoted, and integration with third party security solutions. ActiveDefense™ also includes specific dashboards for the technologies identified and integrated within the Pricing Summary.

Sentinel ActiveDefense™ Intrusion Detection Sensors

Within the Pricing Summary, ActiveDefense™ IDS sensors may be deployed within CloudSelect® and/or on customer premise. These may also be deployed within the customer's virtual environment or on dedicated appliance hardware provided as part of the solution. If included within the Pricing Summary, these sensor(s) will be provided under contract to monitor security elements as well as deliver services within the deployment. Sensors throughout the term include ongoing support, updates, and configuration under managed services. Premise-based deployments that require on-site services are subject to additional travel time and expense charges, however most upgrades are performed without on-site service needs. Sentinel IDS sensors include Cisco Talos threat intelligence feeds. These are industry-leading indicators of compromise and are recommended in parallel to other edge detection including Cisco's own Firepower, also powered by Talos threat intelligence.

Sensor(s) listed in the Pricing Summary are included within the contract and managed services within the ActiveDefense™ platform. Devices being monitored, collected, and scanned require specific security monitoring identified within the contract, and if desired, additional managed services for device-specific management and support. Devices, servers, hosts, and more can be added to the contract on an ongoing basis via an ActiveDefense™ change request and initiated via opening a ticket or through the Sentinel account team.



Fortis Statement of Work - Active Defense

Fortis® Application Node - Security Appliances

Customer Premise Virtual Appliances

Customer premise virtual security appliances are covered by Sentinel NOC monitoring and assist with recovery. Appliances on premise are not backed up, nor customer-delivered infrastructure provided with any available, replacement, or recovery SLA. Sentinel will provide ongoing support for the appliance and updates as needed in support of the SECaaS offering. In addition, customer premise appliances may be impacted with customer upgrades to infrastructure such as virtual environment version upgrades, changes, etc. Sentinel recommends any changes impacting the underlying hypervisor or operating system supporting customer premise virtual appliances be reported to Sentinel via a ticket, and compatibility confirmed as well as change notification for any outages or other planned service disruptions. Upgrades to sensors or other elements provided under the SECaaS contract due to customer premise changes will be invoiced on a time & materials basis. Sentinel will monitor sensors for activity and assume that a lack of activity or no activity indicates a potential disruption of service and will work with the customer to restore service as quickly as possible. Services running on customer infrastructure are not included within any Sentinel stated service level agreements (SLAs).

Customer premise appliances will be designed into the solution as best possible with automated recovery and routing around any appliance unavailability. Sentinel further recommends the customer backup services for recovery or will re-build as necessary.

Fortis® Application Node(s)

Sentinel provides monitored and managed security appliances to support on premise sensors and security elements. Within the architecture, these may be included and are provided on a rental basis. Devices have both a monthly and one-time fee. These include ongoing monitoring, hardware maintenance, and support. Other services can be added to the existing appliance, appliances can be upgraded to accommodate additional services, or Sentinel may replace appliances to meet additional ActiveDefense™ contracted requirements.

ActiveDefense™ Monitoring and Management

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

Advisory Services Inclusions

Sentinel provides advisory and technical services pertaining to the best use of technology to match business requirements. If included, these are available as a one-time or recurring service within the SECaaS offering. Advisory services noted within the Pricing Summary are to be performed by a Sentinel Strategic Solutions Advisor and meant to offer optimization of existing process with the SECaaS solution set. These are available within the solution as indicated in the Pricing Summary, with additional services delivered on a time & material basis or as a defined engagement at any time during the course of the contract.

Incident & Event Included Services

The services within this section are specific to Sentinel's included support in addition to the ActiveDefense™ products and tools, and pertain to the delivery of the service and customer-detected alarms, incidents, and events.

Proactive Monthly Support

Sentinel will open a monthly, automated ticket in order to coordinate a web collaborative conference call with the customer to review incidents, events, as well as ActiveDefense™ platform and integration status (such as any functionality, new versions and added functionality, health of the system, etc.). The conference call will include an open dialogue with the customer on incidents and events as well as consultation on how to best leverage services and associated remediation recommendations. The results of each conference call shall be summarized in a follow-up email.

Contract Continuation

Sentinel and the customer expect this to be a high value service and to extend for the full term set forth herein. In that regard, Sentinel pricing defaults to a 36 month discounted rate based on this good faith expectation. Alternate terms are available and will follow the term and pricing included in the Price Summary.



Fortis Statement of Work - Active Defense

Security Monitored Elements

Please refer to the Pricing Summary for the list of included security devices for ActiveDefense™ monitoring. Devices under monitoring include security-related incidents and events. Security monitoring of devices for incidents & events within this section assume customer response unless otherwise noted elsewhere. Sentinel will work with the Customer during the pre-sales and onboarding process to identify the highest value security elements to integrate to the system within the estimated daily ingestion included.

Sentinel will setup the monitoring of these devices and assume compatibility with standard output and plug-in availability for same. Sentinel has noted these devices by type within this section of the contract for review. Devices in this section do not include managed services on the device and assume customer management and only include security event monitoring specific to the device output capabilities.

Device Managed Services Inclusions

Devices with managed services noted in the Pricing Summary, in addition to security monitoring, have been included with full Sentinel managed services. These devices specifically will be noted when onboarded and tracked by serial number and will include full Sentinel managed services. Please see the managed services inclusions and SLAs within the contract for additional details.

Servers and Hosts

Servers and hosts include a lightweight agent for Windows, Linux, and virtual servers. These are a low cost element to monitor on a month-to-month basis. The Pricing Summary lists the number of devices included in the minimum contract commitment, which are often different once actually onboarded. The final count will be metered and invoiced monthly in addition to the discount level set by the contracted minimum commitment within the Pricing Summary. Sentinel highly recommends these on domain controllers, IP services (DNS, DHCP, etc.), as well as public IP exposed servers. Servers can add to the daily ingest cost of the ActiveDefense™ Splunk licensing and therefore should be used on high value assets. It may have a negative cost-to-value benefit when placed on all servers or a high volume of servers where indications of compromise within Windows logs are minimal.

Ongoing Security Scanning

Sentinel offers ongoing vulnerability scanning in multiple options. These include but may not be limited to:

- ActiveDefense™ integrated – in these scenarios, the scanning is integrated to the ActiveDefense™ platform and includes applicable dashboards.
- Stand-Alone – Sentinel offers scanning products under managed services without integration to the ActiveDefense™ platform.

Sentinel offers multiple supported platforms including:

- Tenable.IO under a Sentinel-managed contract.
- Customer bring-your-own self-managed, including Rapid7 and other leading platforms compatible with Splunk.
- Microsoft Defender for Endpoint with vulnerability services, OS hardening, and other advanced protection technologies – this can be offered Sentinel or customer managed.

Additional “as a Service” offerings include options for:

- Sentinel Advisory services to provide expert insights into the overall vulnerability of the customer environment, prioritization of activities, and overall program definition and management.
- Sentinel managed services to perform remediation of most vulnerabilities either via a contracted managed services contract or on a time & materials basis leveraging subject matter experts applicable to the vulnerable devices or services needing remediation.

Please refer to the Pricing Summary for the applicable inclusions. Sentinel pre-sales and onboarding resources will work with the customer to assure the onboarding of services applicable to the specific vulnerability technology and services including within this Fortis® contract.



Fortis Statement of Work - Active Defense

Additional Included Customization

The following additional services have been included as identified in the Pricing Summary. Ongoing support for same are included in the managed services assuming the vendors continue to maintain compatibility of APIs, integration points, syslog output, and more. Any modifications to integrate same are included during the managed services engagement. Any efforts to maintain custom integrations beyond 4 hours of total effort past the initial development identified within the Pricing Summary are subject to additional charges to be identified and negotiated on a case by case basis with the customer.

Custom Plug-In Development

Custom plug-in development is available for integrating customer-specific products and services to the ActiveDefense™ platform. These services are included based on the product's documented APIs and/or output capabilities, and ongoing support for same are included with the solution. Ongoing use of the plug-ins is included within this contract as well as re-use by Sentinel in other Fortis® services and offerings as applicable. Sentinel maintains a library of openly available, Sentinel proprietary and customized plug-ins available to all ActiveDefense™ customers under a current ActiveDefense™ contract and with accounts in good standing. Source code is the property of Sentinel Technologies, Inc.

Please refer to the Pricing Summary for any custom development and integration included within this contract. All custom plug-in development assumes compatibility of applications and open APIs/output services with open standards and Sentinel ActiveDefense™ XDR services. Every effort in the pre-sales engagement has been made to explore any custom development compatibility, and probability of success is expected to be very high. Sentinel makes no commitment on the quality of the target applications output/API capabilities and will integrate same with the best possible common capabilities. In the event that a plug-in does not work as expected or is incapable of being created, the one-time integration for and any ongoing monthly commitment for the integration and application will be removed from the contract via a contract change form, which will waive all liability for same from the customer and Sentinel. The remaining contracted commitment and items will remain intact and unchanged. Sentinel also includes creation of alerts and alarming within each plug-in but cannot guarantee the quality of each vendor's log categorization, alarming, and alerting. Sentinel can recommend vendors that are strong in various security areas at alerting, alarming, threat intelligence, and overall protection as desired via the pre-sales team or ongoing strategic monthly security meetings.

File Integrity Monitoring and OSSEC Customization

File integrity monitoring (FIM) monitors changes to the system for intrusion detection and is especially critical for certain regulatory compliance requirements such as PCI. If included, the number of devices will be identified within the Pricing Summary and any custom OSSEC integration will also be noted. FIM requires that all devices of interest be included and specified, and any Windows or Linux hosts included must have the host-based IDS services also identified in the Pricing Summary. By default Sentinel will enable syscheck to the system default frequency of inspection but will work with the customer as needed to increase or decrease this frequency based on any internal policy or regulatory compliance requirements provided by the customer. This will include the frequency in time, days of the week to execute, as well as definition of alerting and what parties are alerted as a result of discovering a file change. In addition, a scan time will be identified and while this is not expected to be a disruptive service, Sentinel recommends the scan be done at a time where any disruption of service would have minimal impact to the overall system.

Scanning also will check Windows registry entries and files/directories of interest. The customer must provide all hosts and any entries of interest for the service to be enabled specific to their requirements and systems.

Unless otherwise noted, the areas scanned and frequency will be the ongoing responsibility of the customer. Sentinel can co-manage this process and ongoing scanning with additional managed services and/or scheduled pre-determined points of review.

Any custom OSSEC integration must be identified within the Pricing Summary. This assumes compatibility of the device(s) for OSSEC services. A list of supported devices is available upon request for review by the customer to identify any systems/devices outside of the supported devices that might require custom OSSEC integration. It will be the customer's responsibility to deploy the agent unless the server is under a Sentinel managed service. If customer requires Sentinel to deploy the agent this can be done on a time and materials basis.

Sentinel will require a customer premises or cloud-hosted VM for OSSEC services. This is included in the onboarding, but any IaaS or other charges are not included and assumed to be customer-provided for the setup of the OSSEC system for the ActiveDefense™ service.



Fortis Statement of Work - Active Defense

Security Operations Center – Enterprise SOC Services

Contract Inclusions, Licensing and Subscriptions

The following services are included in the monthly recurring services specific to the Sentinel managed Security as a Service (SECaaS) contract. All inclusions apply for the term of the contract while the customer account is in good standing.

Security as a Service Responsibilities and Inclusions

Sentinel SOC Services are dependent on an active and current SECaaS contract for XDR and sensors. This can be an existing contract or may be combined with this SOC contract. For SOC services, the SECaaS contract must be in place with an account in good standing and a Fortis® Threat Exchange (FTX) subscription in place.

ActiveDefense™ SOC Licensing

SOC services require at least one or more log sources to be in place to the Fortis® ActiveDefense™ platform. Sentinel SOC services do not limit the number of log sources and is designed to be licensed by user, server, and IoT device types.

- **Server Subscriptions** – Server licensing requires an active SECaaS plug-in per server in support of the HIDS agent deployment. In addition, customer agents and log sources can be integrated with the proper FTX subscription in place under a SECaaS contract or within the Pricing Summary. Sentinel has non-compliance level server integration for logging from the HIDS agent and log sources. Sentinel also offers a PCI level server log integration, which adds file integrity monitoring for servers with this additional regulatory compliance requirement. Please refer to the Pricing Summary for the number of servers included for SOC services.
- **End User Subscriptions** – User licensing is required for SOC services and must cover all users within the environment being monitored. If partial users are included, such as in education environments where admin staff may be included but students are excluded, it is required that the system be deployed in the environment to filter out these specific users (usually via network segmentation). User licensing assumes one active device per user and up to 4 devices per user. This coverage assures any device with traffic being inspected is supported, including but not limited to PCs, phones, tablets, and multiple same device types.
- **IoT Device Subscriptions** – Sentinel continually adds device-specific profiles such as industrial devices, medical devices, and others. This is to identify normal traffic and abnormal traffic patterns. In addition, specific products such as Medical NAC from Cisco offer profiles by medical device, which can be integrated to the Fortis® Threat Exchange. Devices will be placed in a specific asset group within the XDR and alerting on devices will be setup within the SOC as long as these devices are identified and licensed within the SOC inclusion. Most assets will have a visual dashboard within the ActiveDefense™ platform and categorize risks applicable to the platforms integrated approach (kill chain, MITRE, etc.).

SOC Services Inclusions

Security Operations Center (SOC) inclusions are specific to the security incidents & events in the ActiveDefense™ platform. These alarms are integrated through the Fortis® Threat Exchange (FTX), and require an active and current SECaaS contract in place along with SOC licensing/subscription for all items noted in the previous section.

SOC Analyst Services

With current licensing/subscriptions in place, the following services are delivered by the SOC in addition to all contracted inclusions for the SECaaS technology platform and FTX system. These events can be triggered by automatic ticketing (see later section) or via a Sentinel or customer initiated SOC ticket being opened for the identified SIEM event:

- **Notification** – Phone and email notification by the SOC engineer to the customer contact(s) identified during onboarding.
- **Investigation** – SOC analysts will investigate the alert within the SIEM and the customer environment within reason, with access to pertinent customer assets. This is done in conjunction with the customer's IT team. The ticket will remain open during the investigation period.
- **Remediation Guidance** – SOC analysts will provide documented and undocumented advice on the remediation of triggered alerts. Guidance needed for specific systems by Sentinel experts beyond the SOC Analyst assistance is available at an additional charge.
- **Host Isolation Services** – SOC analysts will perform host isolation, assuming the proper licensing and features of host isolation is configured in the customer's endpoint detection technology.



Fortis Statement of Work - Active Defense

Actual remediation is the responsibility of the customer unless an appropriate managed services contract is in place on the specific device. Under the managed services contract, those SLAs will dictate within contract what is included for remediation services. Devices or security risks not covered under either contract can have remediation provided either via discounted retainer rates or via standard time & materials rates through Sentinel's managed services or field services on-site team as needed.

On-site remediation is available with a Sentinel triage service ticket open. Sentinel will work remotely or on site with a remediation kit and will work in conjunction with the customer to help stop and recover from an attack.

SOC Alerting and Hunting

Sentinel will provide 24x7x365 SOC services, which includes but may not be limited to the following:

- All ActiveDefense™ and Fortis® Threat Exchange (FTX) inclusions within those contract terms.
- Sentinel analysts will threat hunt within the customer environment as well as the ActiveDefense™ platform, and will add correlations specific to the customer to constantly improve detection.
- Monthly and Quarterly Reviews.
 - All events in the ActiveDefense™ platform will be reviewed and categorized within monthly or quarterly meetings as included in the contract. Sentinel recommends all SOC services include the full quarterly and monthly reporting services to cover all SIEM events on a regularly scheduled basis.
 - Environmental Awareness – within the SIEM this is a level of information not specific to an attack but focused on the Customer environment. This is included in the security intelligence reviews delivered by the SECaaS/SOC team.
- Automated Ticketing
 - Automated ticket alerting on events within the cyber kill chain occurs at the following levels of elevation:
 - Actions on Objectives (ActiveDefense™ Platform system compromise) – Attack is inside working – encryption, exfiltration, destruction, or intrusion of another target.
 - Command & Control (ActiveDefense™ Platform compromise) – Outsider communicates with the weapons, providing access inside the target's network.
 - Installation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
 - Exploitation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
 - Discretionary auto-ticketing alerts are included on events within the cyber kill chain at the following levels of elevation:
 - Delivery (ActiveDefense™ Platform Delivery & Attack) – Transmission of weapon to target (e.g. via email, attachments, websites, USB, or other physical media).
 - Weaponization (ActiveDefense™ Platform Delivery & Attack) – Pairing access to malware with deliverable payload (e.g. Adobe, Java, Microsoft Office Files).
 - Reconnaissance (ActiveDefense™ Platform Reconnaissance & Probing) – Research, identify, and select targets (web sites, social media, event listings, port scans).
- Global Threat Hunting.
 - During normal working hours security analysts perform a minimum of a global daily review of security logs, hunting for threats that may be specific to any customer tenant or all customer tenant spaces.
 - Identified risks to a specific customer or all customers will have a ticket opened for notification and investigation by the security analyst.
 - Constant feedback to the FTX development team will include creation of the appropriate directive to either shunt or elevate the alert level of identified risks.

BitSight Report Inclusion

Sentinel will leverage our BitSight vendor risk management platform to (at least quarterly) pull reports for the managed security customer for inclusion within the monthly reporting. This will include a rating level similar to a FICO credit score on security along with a grading system from the dashboard on various components. Elements of the BitSight reporting are beneficial for board level reporting and security monitoring. Sentinel recommends the Customer obtain their own BitSight subscription through Sentinel sales, which will provide additional Customer insights, reporting, compromised email addresses from published breaches, and more intelligence not included in the base level reporting.



Fortis Statement of Work - Active Defense

Containment Services

ActiveDefense™ contracts with containment services, which includes onboarding, planning, and policy definition for the ActiveDefense™ SOC to perform containment of the threats. This is normally provided via a compatible endpoint technology that allows for containment of threats using the centralized control. Any customer environment with containment but lacking this within the endpoint technology will require either a replacement of or an upgrade to a compatible version of the offering to gain these high value, low cost containment services. During onboarding, Sentinel will plan for:

- Containment Policy.
 - Contain user endpoints without or with approval.
 - Contain servers without or with approval.
 - Approval process.
 - Note any delays the approval may involve allowing threats to spread.
 - Document and sign off on containment agreement.

Sentinel will work with the Customer on the default containment agreement and put this in place to contain any threats confirmed as true positive or appearing to be a true positive with the customer. Please note that containing servers and other critical infrastructure WILL CREATE AN IMPACT TO USERS. This should be planned carefully, but is highly recommended to avoid widespread damage from a cyber threat. Sentinel can also not 100% guarantee all true positive findings. Sentinel will take the risk approach of the customer on containment and does not guarantee that an indicator appearing to be a true positive is in fact a true positive. Sentinel can adjust the system for normal customer behavior and avoid false positives as best possible, but can't guarantee an analyst investigation appearing to be a true positive without complete investigation. Therefore, something initially flagged and contained as a threat may later end up classified as normal behavior. Sentinel will work with the Customer to avoid this as best possible.

SECaaS Custom Scope of Work – Standard System Deployment

Sentinel will do a standard deployment of the ActiveDefense™ solution, which includes the complete setup, tuning, and optimization of the following:

- ActiveDefense™ Indexer and Search Head within CloudSelect™ Chicago unless otherwise architected within the customer scope of work.
- Establish security VPN communications to customer location(s) included within the scope of work – multiple connections recommended.
- Fortis® premise appliance and sensor if included in the Pricing Summary.
- IDS sensor with all features identified within the previous portion of this contract.
- All features advertised within the solution are included with the deployment.
- All plug-ins identified in the Pricing Summary.
- Reporting will be reviewed and setup to assure complete reporting per the contracted items within the Pricing Summary.
- Hot logging as indicated within the scope of work, metered beyond included period as needed. Sentinel can design long-term warm and cold storage options to customer premises or public cloud targets within a custom scope of work.
- Snapshot protection of the customer instance within CloudSelect®.
- SafeMode snapshots for cyber protection within the CloudSelect® hosting standards – these are air gapped snaps that not even Sentinel can delete without engagement of the array vendor support.
- OSSEC services using customer VM as included within the scope of work and Pricing Summary.
- Splunk forwarder on identified and included Pricing Summary servers noted within the contract.
- ActiveDefense™ Adaptive Threat Response (ATR) on edge platforms identified in the Pricing Summary – this is an ML-based platform that will look for abnormal risk activities and can inject automated blocking to thwart adversaries before penetrating your defenses. Various customer platforms work differently with ATR and must be identified in the pre-sales or onboarding process as compatible.
- Cloud Services (if included within the Price Summary):
 - Microsoft Azure IaaS.
 - AWS IaaS.
 - Others as noted within the Price Summary.
- SaaS Platforms (if included within the Price Summary):
 - Microsoft M/O365.
 - Salesforce.
 - Others as noted within the Price Summary.



Fortis Statement of Work - Active Defense

- Enterprise applications (as noted within the Price Summary):
 - Epic for healthcare services – this is normally monitored by the customer risk team and is NOT an application run by or alerted to the Sentinel SOC.
 - Others as indicated within the Price Summary.
- Containment services – confirmed compatible endpoint technology as well as setup of policy to auto-block pre-approved, approval required, and other policies.
- Setup for the recurring meetings, BitSight initial baseline reporting, and creation of content to be covered in monthly and documented quarterly updates.
- Project management, tracking, and full system onboarding.
 - Project plan tracking.
 - Recurring meetings through onboarding.
 - Confirmation of all deliverables.
 - Tracking to completion.
 - Graceful hand off to the operations Q&A team with any outstanding items noted and tracked.

Most standard scopes of work are estimated at 4-6 weeks to realize full or near full value of the system within standard pre-build ActiveDefense services. Sentinel will work with the customer on the timeline and create a work breakdown structure within Sentinel ServiceNow WBS for the actual deployment and dependencies. Sentinel is dependent on the customer for some onboarding needs, access to all systems, as well as API access to cloud and other advanced systems. Delays in access or customer activities may impact the onboarding of the services, but should not impact the invoicing events as identified in the Pricing Summary.

Service Offering

The Initial Contract term shall commence on the date the Cloud Service is fully functional for the Customer's use. For the purposes of this Agreement, the respective Cloud offering(s) selected by Customer herein will be considered fully functional when the following occur(s):

- SECaaS ActiveDefense™ Managed Extended Detection & Response (XDR) – Full contract MRC, ARC and NRC begins when the Splunk license is purchased and the Managed XDR service is available to the customer.

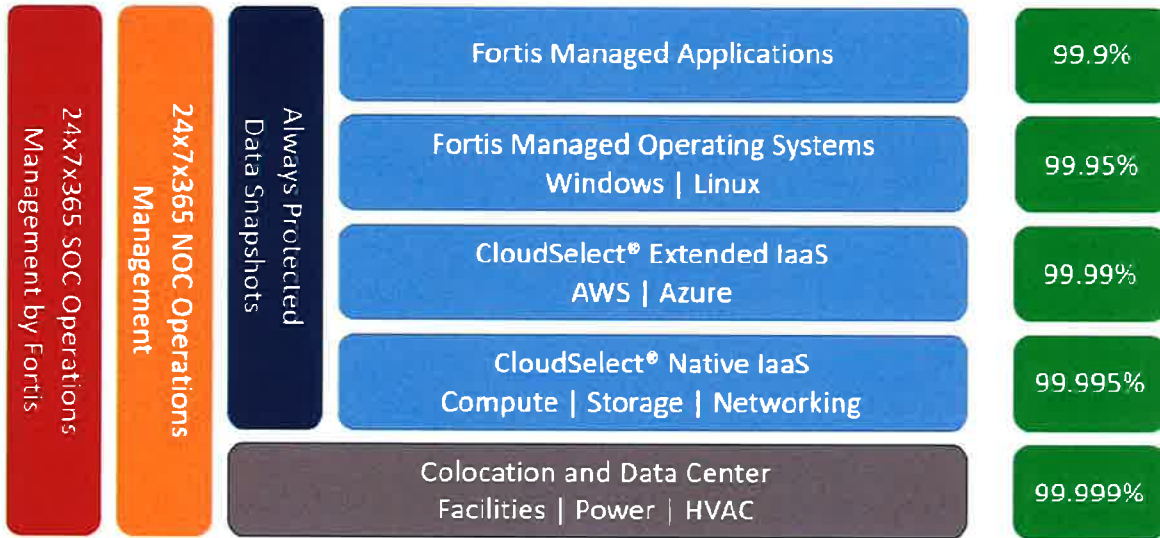


Fortis Service Level Agreements (SLAs)

Fortis Service Level Agreements (SLAs)

Fortis hosted by CloudSelect® Availability SLA

The following identifies the various levels of SLAs to apply for the Fortis hosted by CloudSelect® offering.



Fortis Managed Applications refers to all systems and services responsible for the overall ActiveDefense™ platform and service.

Fortis Managed Operating Systems refers to all Operating Systems responsible for delivering Fortis services that are hosted in CloudSelect®.

CloudSelect® Native IaaS refers to all services originating from a CloudSelect® data center.

CloudSelect® Extended IaaS refers to any services originating from a third-party service or data center, including those owned by the Customer, for direct use or for use as a component in the overall solution.

CloudSelect® Extended IaaS Pass Through uses the specific vendor product and/or service SLAs utilized in the overall solution, if applicable. Contractor is not financially liable for these third-party SLA breaches but can assist Customer by providing relevant event and monitoring data.



Fortis Service Level Agreements (SLAs)

Fortis SOC SLAs

Fortis SOC SLAs are referred and applied to automated ServiceNOW cases that are generated by the Fortis ActiveDefense™ platform with an active Fortis Threat Exchange (FTX) subscription and a SOC service inclusion.

Fortis Time to Respond (TTR) is the time from the case creation after correlation in Sentinel's ServiceNOW platform (www.my.sentinel.com) until the Fortis Analyst takes ownership. The priority of the specific automated security case is defined in the ticketing platform and assigned by the Fortis Threat Exchange (FTX). Time to Respond (TTR) is measured as an average over the course of the month (Mean Time to Respond or MTTR).

Time To Respond (TTR) Priority	Service Level Agreement Metric
Critical (P1)	1 Hour
High (P2)	2 Hours
Medium (P3)	4 Hours
Low (P4)	8 Hours
Very Low (P5)	12 Hours

Fortis Time to Investigate (TTI) is the time from when a Fortis Analyst begins their investigation to the time they perform the Customer escalation with remediation guidance, isolation, or case resolution. The priority of the automated security case is defined in the ticketing platform and assigned by the Fortis Threat Exchange. The Customer can request more information or decline the case resolution on the Service Portal. Requesting more information within the referenced ServiceNOW case escalation email or declining the resolution through the Service Portal will place the case back to the "In Progress" state where SLA timers continue to be tracked. Time to Investigate (TTI) is measured as an average over the course of the month (Mean Time to Investigate or MTTI).

Time To Investigate (TTI) Priority	Service Level Agreement Metric
Critical (P1)	2 Hours
High (P2)	4 Hours
Medium (P3)	8 Hours
Low (P4)	16 Hours
Very Low (P5)	24 Hours



Fortis Service Level Agreements (SLAs)

Managed Security Services/Customer Placed Incidents and Requests SLAs

Managed Security Services/Customer placed Incidents and Requests SLAs are referred and applied to automated cases generated for a Managed Security Service Offering or manually placed ServiceNOW cases that are opened by the Customer through the Sentinel Service Portal, cases placed via phone call to Sentinel's Customer Service Toll Free Number, or cases that are opened on behalf of the Customer from a Fortis Customer Experience Manager (CXM). The Customer can assign the priority based on the table below. Incident and Request definition examples provided below are not inclusive of all possible variables and/or scenarios that determine a priority level classification. Fortis by Sentinel reserves the right to validate and modify the priority level where applicable, with communication to Customer end user that placed the Incident or Request.

			Response	Restore/Implement Mean Time to Restore
P1	Incident Example: Suspected suspicious activity on a business-critical asset. Not taking action can potentially lead to a full compromise. Request Example: Information request needed to aid an active investigation.		Incident → 1 hour	8 hours
				Request → 2 hours
P2	Incident Example: Suspected suspicious activity on a user/workstation. Not taking action can potentially lead to an isolated compromise. Request Example: Information request needed to aid a root cause analysis as it relates to a security concern.		Incident → 2 hours	24 hours
				Request → 8 hours
P3 – P5	Incident Example: Retrospective investigations on emerging Indicator of Compromises (IoCs). Request Example: Request to create custom reports, dashboard modifications, or create/modify alarming thresholds.		Incident → 8 hours	48 hours
				Request → 48 hours

Managed Security Services/Customer placed cases for Incidents Response Time SLA metric is defined as the time from the creation of the Incident in Sentinel's ServiceNOW until a Fortis Analyst/Engineer takes ownership of the Incident.

Managed Security Services/Customer placed cases for Incidents or Requests Restore Time SLA metric is defined as the time spent by the Fortis Analyst gathering the requested information or implementing necessary changes, where applicable. Restore Time SLA exclusions for Requests may apply to the following:

- Tasks requiring Fortis development efforts.
 - Custom alerting.
 - Dashboard additions/changes.
 - Log source integration.
- Requests of information or reports from a large time frame or data set.



Fortis Service Level Agreements (SLAs)

SLA Financial Commitment

Fortis services not meeting the applicable SLAs require a written request from the Customer for financial remediation, which will include an incident report and review by the Sentinel executive board. Once agreed upon mutually by the parties, the following credits will be applied on account for additional Sentinel services (excluding equipment, licensing, or other purchase). This written request must come within 30 days of the reported SLA miss:

Any event, confirmed via the Fortis SOC which is the system of record, will be compensated as follows:

Below Agreed SLA	Credit Allowance
0%-2.5%	1% of monthly fee of specific service up to a maximum value of \$200
<2.5%-5%	2% of monthly fee of specific service up to a maximum value of \$400
<5% to 10%	3% of monthly fee of specific service up to a maximum value of \$600
>10%	10% of monthly fee of specific service up to a maximum value of \$2,000

General SLA Exclusions

SLA Exclusions include, but are not limited to the following:

- Planned service outages.
- Any availability or outage impact related to Customer-owned facilities, public cloud services, hardware, software, or other third-party dependencies.
- Any Fortis-provided system outage related to Customer security breaches, including compromised service credentials, will be serviced by Fortis as best effort assistance and will not be subject to the SLAs stated herein.
- Errors associated with improper use of the Fortis systems (credentials, call sequence, method formats, etc.).
- Any external factor affecting Customer from making use of Fortis systems or services.
- Any physical or logical disruption occurring in the Customer environment.
- All SLA exclusions identified in connection with individual service offerings noted elsewhere within this Agreement.
- ServiceNOW case floods of similar detection triggers (ex: penetration testing activity, Incident Response engagements, and false positive vendor signature updates) that cause SLA misses may be excluded from SLA penalties or calculation.

General Provisions, Limitations and Exclusions

- Fortis SOC service provides detection, expert analysis, and response to the customer. The service for a Customer environment does not claim or achieve the ability of complete risk elimination, and therefore Fortis by Sentinel does not guarantee that unauthorized activity and compromises will not occur in the Customer environment.
- Fortis by Sentinel will replace provided Fortis Application Nodes that are not functioning properly due to malfunctions, inadequate system resources, or obsolescence. Fortis Application Nodes replacement in the Customer environment may be new or refurbished.
- Fortis by Sentinel configures event types, alarming, and thresholds in accordance with best practices, which are available on request. Any custom event types or thresholds may be included at an additional charge.
- Unless otherwise included in this or a separate contract, Fortis by Sentinel will provide all services remotely only.
- Unless otherwise stated within this contract, no on-site support is included in the base fees.
- The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor, subject to the consent of all parties to such calls, for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service.
- Sentinel is not responsible for third-party telecommunications carrier outages that cause the system to become offline or outages of third-party utilities providers.
- The Customer is responsible for all licensing of third-party products used by Customer.
- Fortis by Sentinel's participation in any Customer-scheduled (i.e. outside of any Fortis by Sentinel regularly scheduled meetings with Customer) reoccurring meetings is not in scope.



↳ Solution-Specific Terms and Assumptions

Terms & Assumptions

- Please review and refer to the Termination, Limitation of Liabilities, Indemnifications, Warranties, Confidentiality, Export Control, Force Majeure, Governing Law & Jurisdiction, Termination Fees, and Internet Acceptable Use Policy Provisions located at <http://www.sentinel.com/Products/CloudStandardTerms>, which are incorporated by reference herein as fully set forth.
- **Usage Charges** – All non-recurring charges set forth in the Pricing Summary, if any, shall be payable on or before the date of the initial Customer kick-off meeting between the Parties. All recurring charges for each CloudSelect® product shall be billed on a monthly basis, based on average daily usage and shall be due and payable net thirty from receipt of invoice. A minimum monthly recurring charge for each CloudSelect® product will be based on the amount listed in the Contract.
- Sentinel will charge for travel time (at the hourly rate) and expenses (at the applicable mileage rate) for any travel to a Customer site that exceeds 70 miles from a Sentinel office (i.e. Customer will be charged only for the time that exceeds the 70 mile threshold).

↳ Pricing Summary

Customer agrees to pay Contractor for services in accordance with the following schedule and the Initial Contract Term of 36 months:



Fortis Monthly Pricing

Description	Initial Term (Months)	Monthly List	Discount	Monthly Price
<p>ActiveDefense™ Security Insights Log Source Integration - As Defined in Detailed Summary</p> <ul style="list-style-type: none"> • Includes overview & analytic dashboards • Log source specific dashboards • Dashboard output to PDF and other formats included • Compliance Dashboard (if applicable) • Custom integration development - As Defined In Detailed Summary <p>ActiveDefense Security Insights License Inclusions</p> <ul style="list-style-type: none"> • SOC coverage licensing for Users, Servers, and Firewalls - As Defined In Detailed Summary • ATR - Adaptive Threat Response™ - As Defined In Detailed Summary • SOC Endpoint Device & User Isolation Services - As Defined In Detailed Summary <p>Fortis™ SOC Services</p> <ul style="list-style-type: none"> • Daily threat hunting through ingested log sources • 24x7x365 Fortis SOC investigation, notification, isolation/containment (if included), and remediation guidance • Beyond remediation guidance available via Sentinel Managed Services, Incident Response Retainer, or T&M • Security Reporting - As Defined in Detailed Summary 	36	\$5,206.75	15.00%	\$4,425.74
<p>ActiveDefense™ Security Insights Platform Licensing</p> <ul style="list-style-type: none"> • Includes Splunk Enterprise licensing • Powered by Splunk - Enhanced by Fortis™ • Includes Fortis™ Threat eXchange (FTX) Subscription 	36	\$1,404.38	15.00%	\$1,193.72
<p>ActiveDefense™ Security Insights Platform IaaS</p> <ul style="list-style-type: none"> • Includes VMware CloudSelect® Virtual Machine, with 3-day snapshot protection • Log Data Retention - As Defined In Detailed Summary 	36	\$617.90	15.00%	\$525.22

Subtotal: \$6,144.68



Fortis Non-Recurring Pricing

Description	List Price	Discount	One-Time Price
ActiveDefense™ XMDR Platform • Powered by Splunk - Enhanced & Managed by Fortis™ • One-time setup cost	\$8,185.00	15.00%	\$6,957.25

Subtotal: **\$6,957.25**

Annual Cost Breakdown

Product Description	Qty	Price	Ext. Price
3 Year Cost After Discounting			
Year 1 — \$80,693.37 + applicable taxes			
Year 2 — \$73,736.12+ applicable taxes			
Year 3 — \$73,736.12+ applicable taxes			
3 Year TOTAL — \$228,165.61 + applicable taxes			



🔄 Invoicing, General Terms and Assumptions

Subscription/License Invoicing

At the beginning of the term - Monthly

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.
- Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.



Invoicing, General Terms and Assumptions

Sentinel North America Standard

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- **Legal Compliance:** Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- **Employee Health and Safety:** Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- **Employment standards - Sentinel undertakes to comply with the following:**
 - **Minimum age of workers:** Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
 - **Voluntary employment:** Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
 - **Wages and employment benefits:** Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
 - **Working hours:** Sentinel will maintain reasonable employee work hours in compliance with applicable law.
 - **Non-Discrimination:** Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
 - **Freedom of association:** Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including joining or not joining any association.
 - **Fair treatment:** Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- **Environment:** Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- **Ethics:** Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- **Management Systems:** Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.



Payment Terms - Fortis

All non-recurring charges set forth in the pricing summary, if any, shall be payable on or before the date of the initial Customer kick-off meeting between the Parties. All recurring charges for each product shall be billed monthly annually as defined in the pricing summary, based on average daily usage and shall be due and payable net thirty from receipt of invoice. A minimum monthly recurring charge for each product and service will be based on the amount listed in the Contract.

Fortis™ will charge for travel time (at the hourly rate) and expenses (at the applicable mileage rate) for any travel to any Customer site that exceeds 70 miles from a Fortis™ office (i.e. Customer will be charged only for the time that exceeds the 70-mile threshold).

Hardware/Software

For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer is required.

Other Fees

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Fortis™ ActiveDefense™ SOC Security Insights

NIST IDENTIFY - ActiveDefense™ Compliance Interview		Notes
Does HIPAA compliance & reporting apply?	Not Required	
Does PCI compliance & reporting apply?	Not Required	
Does any other regulatory compliance and reporting apply?	Not Required	
How will the customer ticket on incidents and events?	Ticketing via Sentinel	& Sentinel SOC ticketing
Is extended retention of logs required?	No	

ActiveDefense™ User Input		
Total Number of End Users	# Users	425

Fortis™ Security Operations Center (SOC)	
Security Operations Center (SOC) Bundle	
Base Enterprise SOC Service <ul style="list-style-type: none"> Fortis™ automated SLA based ticketing to the Fortis™ enterprise ticketing system Fortis™ Expert Security Analyst services including: <ul style="list-style-type: none"> Identification of indicators of compromise (IOCs) Investigation of SLA triggered IOCs Email and phone notification of confirmed compromises Remediation guidance around the customers remediation of the threat Starter Pack <ul style="list-style-type: none"> Included 100 User Starter Pack Included 25 Server Starter Pack Included 5 Firewall Starter Pack 	Included
Fortis™ Reporting & Meetings Package ActiveDefense Reporting & Meeting Inclusion <ul style="list-style-type: none"> On demand digital monthly reporting of statistics Bi-Annual meeting with Principal Cybersecurity Analyst Ongoing security environment recommendations documented Security recommendations document updated with bi-annual meeting 	Recommended and Included
SOC Total Devices Licensed	1,766

Security Operations Center (SOC) Total Protected Device Inclusion		
<ul style="list-style-type: none"> The following devices are included for data ingestion and analysis by the SOC. Servers <ul style="list-style-type: none"> Includes all servers with endpoint protection, log service, or visible via the Host IDS Does not require Host IDS unless desired to receive logs from the servers Users Devices <ul style="list-style-type: none"> Includes allocation for 4 IPs per user for allocated and non-user allocated devices Firewalls <ul style="list-style-type: none"> Supported firewalls get ATR™ at no monthly charge Student Devices	#Server	20
	#User	425
	#Firewall	23

Fortis™ ActiveDefense™ Edge Security Data Ingestion			
Next Gen Firewalls, IPS and Security Devices	Log Rate		
Edge Access Services	Log Rate		
Zscaler (ZIA/ZPA/ZDX)	Medium	#Devices	1
Fortis™ ActiveDefense™ Secure SD WAN Data Ingestion			
Secure SD WAN - Security Monitoring	Log Rate		

Fortinet FortiGate SD WAN • Monitoring of SD WAN with Security • Administration, operational and other monitoring included only with Fortis™ NOC coverage		Medium	#Devices	23
Fortis™ ActiveDefense™ Endpoint Protection Data Ingestion				
Endpoint Security				
CrowdStrike Falcon			#Instances	1
Fortis™ ActiveDefense™ EDR Based SOC Isolation Containment Service				
• Supported endpoint technology with remote isolation capabilities required • Threat Containment for individual impacted devices via endpoint technology • During onboarding, rules of isolation will be defined via a Fortis™ Project Change Request (PCR) • Includes Server device and User device isolation services as supported the the endpoint protection tool			Servers	Included
			Endpoints	Included
Fortis™ ActiveDefense™ Identity Data Ingestion				
Identity / Multi-Factor Authentication				
Cisco DUO			#Instances	1
O365 Graph API (Azure MFA & Authentication Logs)			#Instances	1
Okta			#Instances	1
Fortis™ ActiveDefense™ Server Intrusion Detection (IDS) & Forwarders Data Ingestion				
ActiveDefense™ Splunk Server & Host Log Forwarder				
Domain Controllers (includes DNS & DHCP logs)		Medium	#Servers	4
ActiveDefense™ Server Log Forwarder can be loaded on any				
Fortis™ ActiveDefense™ Cloud Infrastructure Data Ingestion				
Microsoft Azure IaaS & Microsoft 365				
Azure • Azure General Events • Azure Active Directory Microsoft 365 • General events • M365 Exchange • M365 SharePoint Online • M365 Data Loss Prevention *Log ingestion capabilities varies by enabled Microsoft licensing			#Instances	1
Fortis™ ActiveDefense™ Privilege Access Management Data Ingestion				
Privilege Access Management				
Admin By Request			#Instances	1
Fortis™ ActiveDefense™ XMDR Platform Experience Fortis™ SOC Services - Detection, Notification, Investigation & Remediation Guidance				
Fortis™ ActiveDefense™ XMDR Platform				
• Powered by Splunk - Enhanced by Fortis™ • Includes Managed VMware CloudSelect® Virtual Machine • Includes 3-day snapshot based indexer backup Threat Intelligence Feeds • Includes Fortis™ Threat Exchange Subscription • Open Threat Exchange (OTX) - AT&T bad reputation database • Cisco Talos - Talos known bad IP database Dashboards • Includes overview & analytic dashboards • Log source specific dashboards • Compliance Dashboard (if applicable) • Dashboard output to PDF and other formats included			Estimated GB/Day - Monthly (MRC)	28
ActiveDefense™ CloudSelect® Infrastructure Inclusions and Retention				

Shared PVDC Internet VPN bandwidth allocation	Auto Calculated	5.1
Scale-Out additional indexers included	Auto Calculated	0.0
Redundant Platform Configuration (Data Center Redundancy)	Chicago Only	0.0
NVME Hot/Warm Log Retention (Months)	3	GB Retention Included • Additional retention \$0.09/gb/mo • Actual metered use will be billed
<i>*Events per Second (EPS) and GB/Day of ingest are estimated only based on a cross section of customer actual results, this is not guaranteed and only an estimate. Any adjustments to the sizing are subject to additional charges depending on the variance from estimates with the actual deployment.</i>		



SOC Expansion

Prepared by:

Sentinel Technologies, Inc

Brian Walla
bwalla@sentinel.com

Prepared for:

City of Bellevue

1500 Wall Street
Bellevue, NE 68005
PJ Biodrowski
+14025972000
pj@sarpy.gov

Quote Expiration Date:

Contract #: 008827

Version: 9
Delivery Date: 01/10/2025
Expiration Date: 01/31/2025

Quote Summary

Description	Amount
Fortis Monthly Pricing	\$6,144.68
Fortis Non-Recurring Pricing	\$6,957.25


Taxes, shipping, handling and other fees may apply. If an Estimated Tax amount is provided with this quote, it is provided solely for budgetary purposes, and in all cases, Customer will be responsible for the actual tax amount applicable to this purchase. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Sentinel Technologies, Inc

City of Bellevue

Signature: 

Name: Robert Lenartowicz

Title: Chief Operating Officer

Date: 01/10/2025

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		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:

Purchase of a Lazer Z X- series 31 mower for the cemetery.

SYNOPSIS/BACKGROUND:

The current mower purchased in 2014 has met it's life expectancy with 1,571 running hours.

FISCAL IMPACT: \$16,857.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: J&J Small Engine Service 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:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): 14-6433	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

To approve the purchase of a Lazer Z X-series 31 mower for the cemetery.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Tracy Niemier
From: Todd Jarosz
Subject: C412 Mower Replacement
Date: 1-14-2025

C412 has had a number of costly repairs and a considerable amount of down time. C412 is a 2014 Ex Mark LZX801KA606 mower with 1570 hours on it. C412 falls into the replacement criteria for a mower. The criteria outline stated for this mower to be eligible for replacement at 5-8 years of age or with high maintenance cost, this falls into both and has high unit hours.

As previously stated C412 meets the replacement criteria and has high maintenance costs and is facing many more costly repairs in the short future. It is my recommendation to replace C412 with a like mower when funds allow. The current C412 will be traded in to help lower purchasing cost.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

Q U O T A T I O N

J & J Small Engine Service Inc
 6912 S 36th Street
 Bellevue , NE 68005
 Phone #: (402)731-8770
 Fax #: (402)933-4133

PHONE #:
 CELL #: (402)637-7242
 ALT. #:
 P.O.#:
 TERMS: **Net 15 EOM**
 SALES TYPE: **Quote**

DATE: **12/18/2024**
 ORDER #: **4211**
 CUSTOMER #: **151525**
 CP: **TimS**
 LOCATION: **1**
 STATUS: **Active**

BILL TO 151525

CITY BELLEVUE CEMETERY
 202 E 13 TH
 BELLEVUE, NE 68005 US

SHIP TO

CITY BELLEVUE CEMETERY
 202 E 13 TH
 BELLEVUE, NE 68005 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX921GKA606Q1	Lazer Z X-Series 31 HP Kaw FX921V w/60" UltraCut Series 6 De	1	\$18,799.00	\$15,039.00	\$15,039.00
EXM	LZUVQD11	UltraVac Quick Dump Collection System	1	\$4,899.00	\$3,919.00	\$3,919.00
EXM	109-9627	UltraVac Completing Kit	1	\$499.00	\$399.00	\$399.00
****	TRADE-IN	TRADE-IN ALLOWANCE EXMARK 60 WITH QUICK DUMP	-1	\$2,500.00	\$2,500.00	(\$2,500.00)

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$16,857.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$16,857.00</u>

Authorized By: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		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 a John Deere 320P backhoe from Murphy Tractor, Sourcewell Contract 011723-JDC.

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included purchase of one backhoe.
The Street Department is requesting approval to purchase one new 320P backhoe, replacing Unit #34, a 2014 310SK.

FISCAL IMPACT: \$112,500.00 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Y COUNTER-PARTY: Murphy Tractor, Sourcewell INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: MN CPV Contract

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

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:

- City of Bellevue 320P with Thumb and 320SK Trans-In Proposal
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Murphy
[Signature]
[Signature]



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs  Street Superintendent
Subject: Street #34 backhoe replacement
Date: January 8, 2025

The approved FY24-25 budget, and CIP included a detailed listing of all known and planned replacements for the year.

Murphy Tractor has prepared a detailed proposal to replace Street unit #34 via trade-in allowance and purchase of a new 320P.

I would like to have the proposal placed on the January 21, 2025, Council agenda with a recommendation to purchase the equipment as proposed.

Pricing is extended through Sourcewell Contract 011723-JDC.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment



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City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Bobby Riggs
From: Todd Jarosz
Subject: ST34
Date: 1-15-2025

We recently had ST34 in our shop for a service and some repair work. ST34 is a 2014 John Deere 310SK Backhoe loader with 4157 hours on it. During inspection it we found many items that will be in need of repair/replacement in the near future. This machine has had a number of problems that are recurring and showing issues again, namely engine coolers and oil coolers. With this being said, at any time this machine could experience catastrophic failure with costs reaching to levels of half the value of the machine. This machine meets the replacement criteria for years of service and maintenance cost. I would recommend looking into selling/trading-in this machine for a like machine as soon as funds allow. This machine is a vital part of the street departments street repair work and in snow events.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

Quote Id: 32035573

Prepared For:
BOBBY RIGGS
BELLEVUE STREET DEPARTMENT



Prepared By: **CHAD SPENCER**
Murphy Tractor & Equipment
9751 S 148th Street
Omaha, NE 68138
Tel: 402-894-1899
Mobile Phone: 531-301-7375
Fax: 402-891-8360
Email: cspencer@murphytractor.com

Offer Expires: 31 March 2025

Quote Summary

Prepared For:
 BOBBY RIGGS
 BELLEVUE STREET DEPARTMENT
 BOBBY RIGGS
 210 W MISSION AVE
 BELLEVUE, NE 68005
 Business: 402-293-3126

Prepared By:
 CHAD SPENCER
 Murphy Tractor & Equipment
 9751 S 148th Street
 Omaha, NE 68138
 Phone: 402-894-1899
 Mobile: 531-301-7375
 cspencer@murphytractor.com

Notes:

Quote Id: 32035573

Sourcewell Contract 011723-JDC
Member Number: 1276

Expiration Date: 31 March 2025

Equipment Summary

JOHN DEERE 320 P-Tier Backhoe
 Loader - (With Thumb)
 John Deere Extended Warranty-3
 Year / 1000 Hour Comprehensive

Qty	Extended
1	
1	

Equipment Total

\$ 143,500.00

Trade In Summary

2014 JOHN DEERE 310SK -
 1T0310SKPEE272211
 PayOff
 Total Trade Allowance

Qty	Each	Extended
1	\$ 31,000.00	\$ 31,000.00
		\$ 0.00
		\$ 31,000.00

Trade In Total

\$ 31,000.00

Quote Summary

Equipment Total	\$ 143,500.00
Trade In	\$ (31,000.00)
SubTotal	\$ 112,500.00
Total	\$ 112,500.00
Balance Due	\$ 112,500.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32035573

Customer: BELLEVUE STREET DEPARTMENT

JOHN DEERE 320 P-Tier Backhoe Loader - (With Thumb)

Hours:
Stock Number:

Code	Description	Qty
17C0T	320 P-tier Backhoe Loader	1
Standard Options - Per Unit		
183E	JLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
1003	Cab	1
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4006	John Deere 4.5L - FT4/Stage IV	1
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1
6577	1250 lb. (567 kg.) Front Counterweight	1
6752	Extendible Dipperstick	1
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7028	Pilot Controls, Two Lever, with Pattern Selection	1
7037	Two-Function Loader Hydraulics, Single Lever	1
7707	Multi-Brand Quick Coupler - 42 in. Thumb Ready	1
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1
7859	92 in. (2.35 m.) General Purpose Bucket, 1.39 cu. yd. (1.06 cu. m.)	1
8027	Thumb - 42 in. 4 Tine	1
8062	Backhoe Boom Protection Plate	1
8075	Diagnostic Oil Sampling Ports	1
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1
8109	Sun Visor	1
8115	MFWD Driveshaft Guard	1
8125	Heavy-Duty Backhoe Bucket Cylinder	1

Selling Equipment

Quote Id: 32035573

Customer: BELLEVUE STREET DEPARTMENT

8131	Heavy-Duty Stabilizer Pads	1
8146	Left Side Console Storage with Cup Holders	1
8165	Auto Ride Control	1
8183	Radio, Aptiv Premium Package	1
8207	Seat, Cloth Air-Suspension	1
8226	Strobe Light with Magnetic Mount	1
Dealer Attachments		
AT305073	Stabilizer Cylinder Guards (Set of Two)	1
AT408903	Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher	1
AT187707	License Plate Bracket and Light	1
AT186288	Slow Moving Vehicle Emblem	1
DITCH BCKT	TAG 60" John Deere 310SL HD Ditch Rubber Tire Bucket	1
Service Agreements		
	John Deere Extended Warranty - 3 Year / 1000 Hour Comprehensive	

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

16f
1/21/2025

COUNCIL MEETING DATE: January 21, 2025		SUBMITTED BY: Legal Department/Public Works	
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:
Request to authorize the City Attorney to initiate eminent domain proceedings on certain land located in Outlot 1 Quail Creek located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary and permanent easement as outlined herein.

SYNOPSIS/BACKGROUND:
The City has been in negotiations via its buying agent, HDR Engineering, with the owner(s) of Outlot 1 Quail Creek to obtain a temporary and permanent easement to be used as needed for Quail Creek Lift Station project. Negotiations have failed. The next step is to initiate eminent domain proceedings. Two small easements need to be acquired: one of which will be used for a temporary easement and one of which would be a permanent easement by the City to be used for the purposes of Lift Station construction. The fair market value for the Permanent and Temporary Easement on this property has been appraised at \$170.00, the approximate court costs for eminent domain proceedings of \$45.00, approximate service fees of \$200.00, approximate appraisal fees of \$1,275.00, approximate filing fees for the Register of Deeds of \$50.00, in total for an approximate fiscal impact of \$1,740.00; however, this amount may change with the costs associated with the court action and/or any judgement the court may enter at a different amount.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

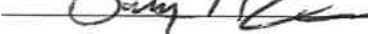
RECOMMENDATION:
Authorize City Attorney to proceed with eminent domain proceedings for certain easement acquisitions of land located in Outlot 1 Quail Creek, located in the City of Bellevue, Sarpy County, Nebraska.

- ATTACHMENTS:**
- | | | |
|---|---|--|
| 1. <input type="text" value="Picture of Property"/> | 2. <input type="text" value="Easement Exhibits"/> | 3. <input type="text" value="Legal Descriptions of Each Proposed Easement"/> |
| 4. <input type="text" value="Waiver Valuation"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

PHOTOGRAPHS OF TAKING AREAS



Looking east at easement areas



Looking west at easement areas



Existing public improvements in easement area



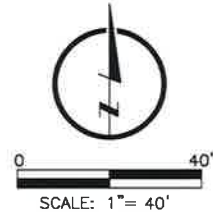
Privacy screen and horseshoe pit near easement areas

EASEMENT EXHIBIT

LEGAL DESCRIPTION

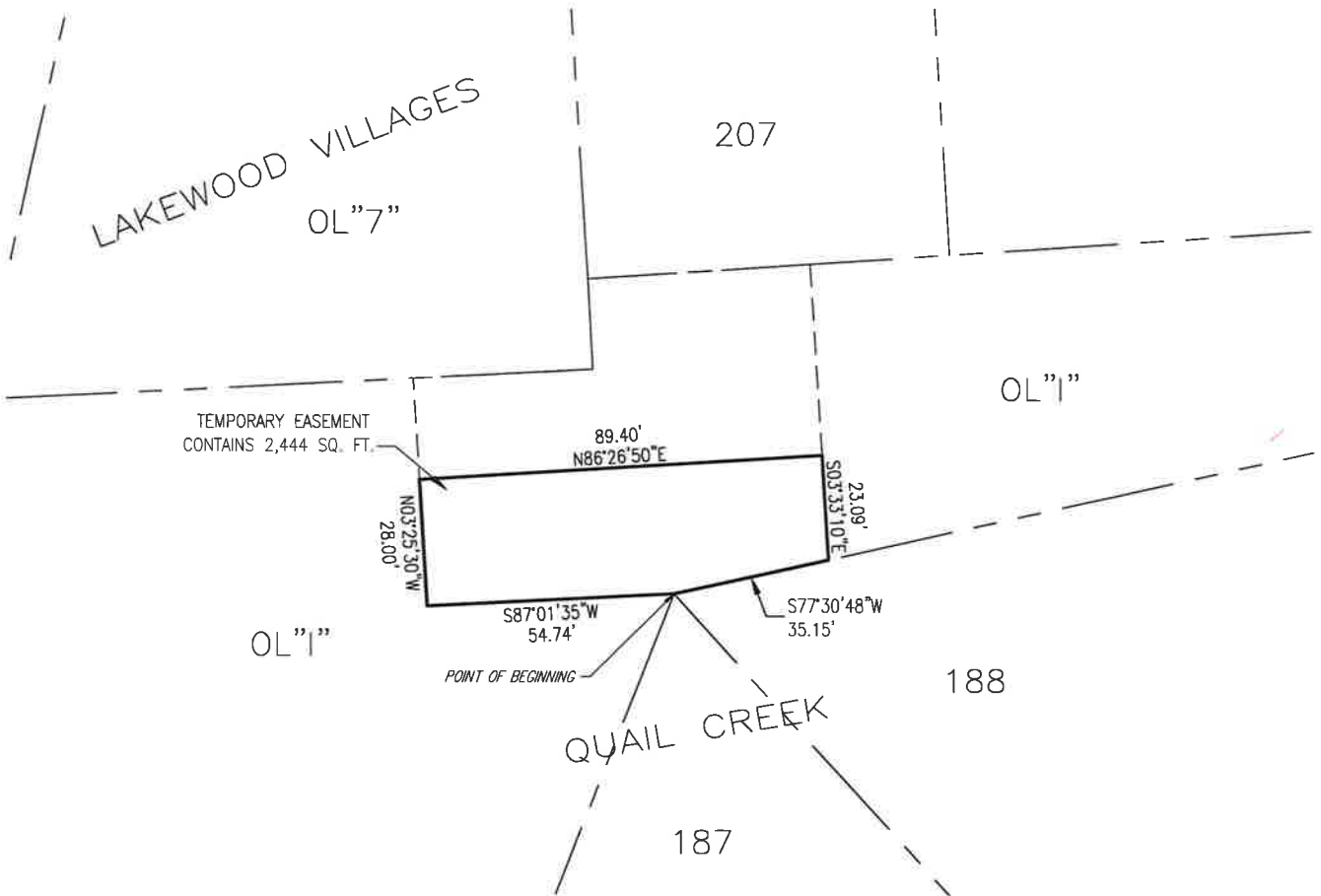
A TEMPORARY EASEMENT OVER THAT PART OF OUTLOT I, QUAIL CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT 187, QUAIL CREEK;
 THENCE SOUTH 87°01'35" WEST (ASSUMED BEARINGS) FOR 54.74 FEET;
 THENCE NORTH 03°25'30" WEST FOR 28.00 FEET;
 THENCE NORTH 86°26'50" EAST FOR 89.40 FEET;
 THENCE SOUTH 03°33'10" EAST FOR 23.09 FEET TO THE NORTH LINE OF LOT 188, QUAIL CREEK;
 THENCE SOUTH 77°30'48" WEST FOR 35.15 FEET TO THE POINT OF BEGINNING.
 CONTAINS 2,444 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- PERMANENT EASEMENT



L:\Engineering\0118192 HDR Quail Creek Lift Station Topo\SURVEY DRAWINGS\EXHIBITS\0118192-EAS-02.dwg, 1/10/2024 9:00:19 AM, RACHEL REINECKER, LAMP RYNEARSON

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
 14710 W. DODGE RD. STE. 100 (402) 496-2498
 NE AUTH. NO.: CA07190
 FORT COLLINS, COLORADO
 4715 INNOVATION DR. STE. 100 (970) 226-0342
 KANSAS CITY, MISSOURI
 9601 STATE LINE RD. STE. 200 (816) 361-0440
 MO AUTH. NO.: E-2013011903 | LS-2019043127

DESIGNER / DRAFTER
 TLW/RER

REVIEWER
 TODD L. WHITFIELD

PROJECT NUMBER
 0118192.01

DATE
 1/9/2024

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
 EXHIBIT

TRACT DRAWING

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT EASEMENT OVER THAT PART OF OUTLOT I, QUAIL CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 7, LAKEWOOD VILLAGES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE NORTH 03°02'12" WEST (ASSUMED BEARINGS) FOR 19.99 FEET ON THE EAST LINE OF SAID OUTLOT 7, ALSO BEING THE NORTH LINE OF SAID OUTLOT I, TO THE SOUTHWEST CORNER OF LOT 207, QUAIL CREEK;

THENCE NORTH 86°12'39" EAST FOR 49.33 FEET ON THE SOUTH LINE OF SAID LOT 207;

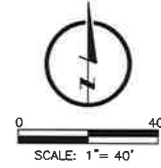
THENCE SOUTH 03°33'10" EAST FOR 42.34 FEET;

THENCE SOUTH 86°26'50" WEST FOR 89.40 FEET;

THENCE NORTH 03°25'30" WEST FOR 22.54 FEET TO THE SOUTH LINE OF SAID OUTLOT 7, LAKEWOOD VILLAGES;

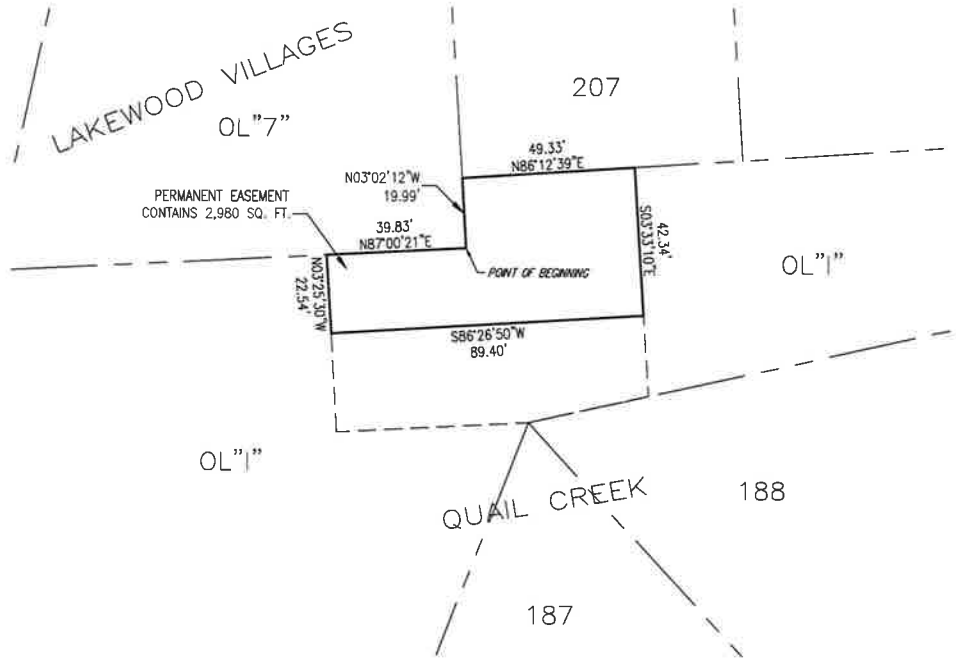
THENCE NORTH 87°00'21" EAST FOR 39.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,980 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- TEMPORARY EASEMENT



L:\Projects\2024\118192_187-188-189-190\118192_187-188-189-190.dwg 1/19/2024 8:51:24 AM SACRE, REHECOUR, LAMP, RYNEARSON

<p>LAMP RYNEARSON</p> <p>LAMP RYNEARSON.COM</p>	<p>OMAHA, NEBRASKA 1470 W. 100TH AVE. STE. 101-102 486-2425 901 N. 103rd Street</p> <p>FORT COLLINS, COLORADO 4715 HIGHLAND DR. STE. 100-101 970-224-1242</p> <p>KANSAS CITY, MISSOURI 801 STATE LINE RD. STE. 200-201 816-381-2440 MO. AUTH. REG. C-70-201-103 LC-201-103-017</p>	<p>DESIGNER / DRAFTER TLW/RER</p> <p>REVIEWER TODD L. WHITFIELD</p> <p>PROJECT NUMBER 0118192.01</p> <p>DATE 1/9/2024</p> <p>SURFACE LOCATION</p> <p>BOOK AND PAGE</p>	<p>EASEMENT EXHIBIT</p>
	<p>PERMANENT EASEMENT CONTAINS 2,980 SQ. FT.</p>		

PERMANENT EASEMENT

The undersigned, Johnnie L. Patterson, hereinafter called the "Grantor" in consideration of *One Hundred Fifty dollars and no cents, (\$150.00)* the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Bellevue, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", its successors and assigns, a permanent easement to construct and install a lift station, wastewater pipe, and related structures as necessary, for the purpose of delivering wastewater across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said wastewater pipe, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

A permanent easement over that part of Outlot 1, Quail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Beginning at the Southeast corner of Outlot 7, Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;
Thence North 03°02'12" West (assumed bearings) for 19.99 feet on the East line of said Outlot 7, also being the North line of said Outlot 1, to the Southwest corner of lot 207, Quail Creek:

Thence North 86°12'39" East for 49.33 feet on the South line of said Lot 207;

Thence South 03°33'10" East for 42.34 feet;

Thence South 86°26'50" West for 89.40 feet;

Thence North 03°25'30" West for 22.54 feet to the South line of said Outlot 7, Lakewood Villages;

Thence North 87°00'21" East for 39.83 feet to the point of beginning.

Contains 2,980 square feet.

See Attached Easement Exhibit

The points described above are subject to adjustment by subsequent agreement between the City and Grantor.

1. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said wastewater facilities upon the property above described.

2. The Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.
3. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground wastewater main, or any part thereof.
4. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.
5. The above payment shall cover all damages caused by the establishment and construction of the above project.
6. This easement shall not pass, nor be construed to pass, to the City, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area, which do not interfere with the City's rights under this easement.

The Grantor warrants that no verbal or written representations or inducements have been made or given by the City or by any of its officers, agents or employees, other than as may be recited in this document.

IN WITNESS WHEREOF, the Grantor has executed this Easement the ____ day of _____, 2024.

GRANTOR: Johnnie L. Patterson

GRANTOR: _____

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this ____ day of _____, 2024, before me, a Notary Public, qualified for said county, personally came Johnnie L. Patterson, known to me to be the identical persons who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this ____ day of _____, 2024, before me, a Notary Public, qualified for said county, personally came _____, known to me to be the identical persons who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Johnnie L. Patterson, hereinafter called the "Grantor", in consideration of *Twenty dollars and no cents, (\$20.00)*, the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Bellevue, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", a temporary easement to stockpile construction related materials related to the Quail Creek Lift Station and Force Main project on the land hereinafter described, together with the right to excavate and refill ditches or trenches for the construction of said lift station and force main pipe, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

A temporary easement over that part of Outlot 1, Quail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:
Beginning at the Northern most corner of Lot 187, Quail Creek;
Thence South 87°01'35" West (assumed bearings) for 54.74 feet;
Thence North 03°25'30" West for 28 feet;
Thence North 86°26'50" East for 89.4 feet;
Thence South 03°33'10" East for 23.09 feet to the North line of Lot 188, Quail Creek;
Thence South 77°30'48" West for 35.15 feet to the point of beginning.
Contains 2,444 square feet.

See Attached Easement Exhibit

This easement shall be subject to the following terms and conditions:

1. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said wastewater pipe or infrastructure upon the property above described for the duration described herein.
2. The Grantor does hereby covenant with the City that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.
3. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground wastewater facility, or any part thereof.
4. This easement is binding upon the assigns and successors of the Grantor for a duration of two years after this temporary easement is fully executed.
5. The above payment shall cover all damages caused by the establishment and construction of the above project.

6. Any disturbed area will be restored to its pre-construction condition after completion of the project.
7. The points described above are subject to adjustment by subsequent agreement between the City and Grantor.
8. This easement shall not pass, nor be construed to pass, to the City, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area, which do not interfere with the City's rights under this temporary easement.
9. The Grantor warrants that no verbal or written representations or inducements have been made or given by the City or by any of its officers, agents or employees, other than as may be recited in this document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Easement the ____day of _____, 2024.

GRANTOR: _____
Johnnie L. Patterson

GRANTOR: _____

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this__day of _____, 2024, before me, a Notary Public, qualified in and for said county, personally came Johnnie L. Patterson, known to me to be the identical person who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this__day of _____, 2024, before me, a Notary Public, qualified in and for said county, personally came _____, known to me to be the identical person who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

GRANTEE: City of Bellevue, Nebraska

BY: _____

Rusty Hike, Mayor of the City of Bellevue

ATTEST:

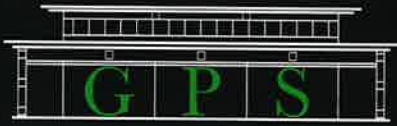
BY: _____

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this ___ day of _____, 2024, the undersigned, a notary public qualified in and for said county, does hereby certify that _____ and _____, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public



Giff Property Services

2211 Thurston Circle, Bellevue, NE 68005 402-557-5999

WAIVER VALUATION

Prepared for City of Bellevue
% HDR Engineering
1917 S. 67th Street
Omaha, Nebraska 68106-2973

Project: Quail Creek Lift Station and Force Main Project

Report Date: February 7, 2024

IDENTIFICATION OF THE PROPERTY

Tract #: N/A

Owner: Johnnie L. Patterson

Mailing Address: 11774 Amos Gate Dr., Bellevue, NE 68123

Property Address: None available

Legal Description: Part of Outlot 1, Quail Creek, Sarpy County (#010743243)

Site Size: 15.99 acres, or 696,524 square feet

Current Use: Nature area

Improvements: None

Zoning: RS 72 - residential per Bellevue

Easements: Natural drainage, storm sewers, sanitary sewer lift pump

Extraordinary Assumptions: None

Hypothetical Conditions: None

Highest and Best Use: Natural area

Rights Valued: *Fee Simple Estate - Defined by The Dictionary of Real Estate Appraisal, Sixth Edition by the Appraisal Institute.*

REPORT DETAILS

Scope of Work: Analysis of partial site acquisition for public improvement project addressing land value only (building improvements not impacted). Construction plans were reviewed, the site was inspected, and the market reviewed for land values.

Report Format: Restricted appraisal intended to comply with USPAP. Use is restricted for the client because the reasonings for the conclusions may not be understood without the complete work file. Assignment guideline to follow the Uniform Act and the NDOT ROW Manual.

Purpose of the Appraisal: Estimate market value to assist in determining just compensation as defined by the laws of the State of Nebraska.

Intended User: City of Bellevue, Nebraska, and HDR Engineering

Intended Use: As a basis for negotiations for the acquisition of right-of-way and easements, and no other purposes. If condemnation is required, an updated appraisal analysis is required.

PROPERTY INSPECTION & VALUATION

Five Year Sales History: Acquired 07/2005 for \$1,000; Deed 2005-25178

Contact Representative: N/A

Lessee: None identified and no lease provided

Notice Method: Not contacted

Inspection Representatives: N/A

Effective Value Date: February 6, 2024

Inspection Date(s): February 6, 2024

Valuation Method: Sales Comparison Approach

City of Bellevue – Quail Creek Lift Station and Forced Main Project

Comparable Sale Reference: Various sales of properties similar to those impacted by the project have been reviewed to estimate the unit value of the subject site.

	Location	Date	SF	\$/SF	Use
1	915 Bayberry Dr.	10/23	11,521	\$1.08	steep SFR
2	4003 Hunters Curve	06/23	10,106	\$1.98	unbuildable SFR
3	4001 Quail Dr.	09/22	14,500	\$0.07	unbuildable SFR
4	34th & Faulk Ave.	10/20	211,591	\$0.05	Wooded creek
5	Quail Dr. & McCarty (010744800)	List	97,836	\$0.03	unbuildable Outlot E
6	Quail Dr. & Hunters (010744789)	List	102,148	\$0.03	unbuildable Outlot B

Comparables no. 4, 5, and 6 Are most similar and are considered most.

Unit Value Conclusion: \$0.05 per square foot

Land Value Before Taking:

Size (SF) -	696,524	sq. ft.
Value per SF -	<u>\$0.05</u>	per sq. ft.
Site Value -	\$34,826.20	
Rounded -	\$35,000	

COMPENSATION ESTIMATE

The purpose of this report is to estimate the compensation due the property owner as a result of acquisition of property rights needed to improve public improvements. The property rights may include fee simple acquisitions, permanent easements and/or temporary construction easements. This report addresses the impact on the market value of the land resulting from the acquisitions, as well as the residual damages that may be caused by the taking and during construction to site improvements including landscaping, fences, driveways, etc.

The City of Bellevue is in the process of improving sanitary sewer lines and equipment in the Quail Creek subdivision. The land areas and/or property rights being acquired for the project are on or adjacent to existing sanitary sewer facilities. Refer to the attached tract exhibits for a graphic depiction of the areas acquired on the subject property.

The acquisitions acquired on the subject site do not change the highest and best use or market value of the remaining parcel. Therefore no severance damages are applicable.

After analyzing the project plans and inspecting the property, the project has the following effects on the subject property.

City of Bellevue – Quail Creek Lift Station and Forced Main Project

Permanent Easement - Compensation for a permanent easement is based on the acquisition of a portion of the fee simple market value of the property. While the current property owner will retain possession and ownership of the land in the easement, the use will be restricted. The acquiring agency will have the right to maintain the improvements within the easement area. No permanent structures can be constructed in the easement area. The permanent easement area may continue to be used for other surface uses approved by the City. The permanent easement will have nominal impact on the current and future use of the subject property. The permanent easements are either narrow strips of land along the edge of the property or located within an existing drainage way. Development of the perimeter areas of the parcel is already restricted by zoning setback requirements and for utility installations. Development along creeks and drainage ways is restricted by waterway regulations. Compensation for the acquisition of the easement is calculated as follows:

Permanent Easement Area:	2,980	square feet
Land Unit Value	x \$0.05	per square foot
Percent of Rights Acquired:	x <u>100%</u>	
Compensation for Easement:	=	\$149.00
Rounded -		\$150

Temporary Easement - A temporary construction easement will be acquired along the sides of the road improvements for grading and movement of construction equipment and personnel. The property owner will retain ownership of the land area within the temporary easement area, but will not have use of it during the easement period. Compensation for the temporary easement is established on a land rental basis. The easement will be needed for the stated term from the start of construction on the subject parcel. After the rental term has expired, 100% of the rights within the easement area will be returned to the property owner. Compensation for the acquisition of the easement is calculated as follows:

Temporary Easement Area:	2,444	square feet
Land Unit Value	x \$0.05	per square foot
Annual Rental Rate:	x 12%	
Rental Term:	x <u>1</u>	years
Compensation for Easement:	=	\$14.66
Rounded -		\$20

City of Bellevue – Quail Creek Lift Station and Forced Main Project

Other Items - Other compensation include yard improvements that are to be removed, and not replaced by the project contractor. Compensation is applicable to replace fencing, landscaping, etc. that are removed and not replaced by the project contractor. It is presumed that all items within the construction project easement areas could and will be damaged unless expressed otherwise in the construction plans. Compensation is applicable to replace the items with new similar items. Volunteer trees, shrubs and plants will not be compensated. The amount of compensation is based on reasonable replacement costs new provided by contractor bids. The estimated replacement cost of the other items in the easement areas is not considered to exceed their contributory value. Items that may be damaged and not repaired by the project contractor include:

Landscaping - All trees are voluntary

Other - A privacy fence and horseshoe pit may need to be removed, but they appears to be encumbrance improvements from an adjacent lot.

<u>CONCLUSION</u>	<u>Compensation</u>	<u>Value</u>
Market Value Before Taking (Land only)		\$35,000
Fee Acquisition:	\$0	- \$0
Permanent Easement:	+ \$150	- <u>\$150</u>
Market Value After Taking (Land only)		= \$34,850
Temporary Easement:	+ \$20	
Other Items:	+ <u>\$0</u>	
Total Compensation:	= \$170	

CERTIFICATION OF VALUE

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct;
2. the reported analyses, opinions, and conclusions are limited by the reported assumptions and limiting conditions, and are my/our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;
4. my engagement in this assignment was not contingent upon development or reporting predetermined results;
5. my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report;
6. the analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Practice (USPAP) and the current Right-of-Way Acquisition Manual prepared by Nebraska Department of Transportation;
7. I have made a personal inspection of the property that is the subject of this report;
8. no one provided assistance to the person(s) signing this report;
9. it is understood that the report is to be used in connection with the acquisition of right-of-way for a project to be constructed by the *City of Bellevue Public Works Department* that may involve the assistance of public funds;
10. the results of the report have not been revealed to anyone other than the proper officials of the acquiring agency and will not do so until authorized by the proper official, requested to do so by due process of the law, or am released from this obligation by having publicly testified as to such findings;
11. I have not performed any other services regarding the subject property within the three year period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.
12. It is my/our opinion that the market value of the acquisition payable the property owner resulting from the project as of February 6, 2024 is **\$170.00**.



Martin J. Giff

AERIAL PLAT



OWNERSHIP INFORMATION

Property Detail Report

Parcel ID: 010743243



Parcel Information

Situs:

Owner: Patterson/Johnnie L.
11774 Amos Gate Dr
Bellevue, NE 68123

Legal: Part Of Outlot I Quail Creek (15.99 ac)
Subdivision: Quail Creek (10831)
Tax District: B27M
Approx. Size: 16.00 ac
PLSS: NW-05-13-13
City: City of Bellevue



Services

School District: Papillion-La Vista
Fire District: Bellevue Fire
Law: Bellevue Police
Electricity: OPPD
Water/Gas: MUD
Wastewater: Bellevue

Environmental

Basin(s): Missouri River ~100.0%

Floodway: n/a

Flood Zone(s):
Area of Minimal Flood Hazard ~100.0%



Zoning

Zoning:
RS-72 - Single Family Residence - 7,200 Sq. Feet (Bellevue) ~100.0%

Future Land Use:
MDR - Med Density Residential (Bellevue) ~99.5%

This report was dynamically assembled from various layers of geographical information, some of which is not maintained by Sarpy County. This report may or may not accurately represent the source parcel completely and correctly. Any reliance on this data is at the sole risk of the user.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
1/21/2025

COUNCIL MEETING DATE: January 21, 2025		SUBMITTED BY: Dave Goedecken - Public Works	
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:

Municipal Separate Storm Sewer System (MS4) Annual Reporting

SYNOPSIS/BACKGROUND:

Benesch will provide professional services to assist the City of Bellevue with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2024, education, and updates to plans and documents.

FISCAL IMPACT: \$14,946.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Benesch	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Municipal Separate Storm Sewer System (MS4) Annual Reporting		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Municipal Separate Storm Sewer System (MS4) Annual Reporting		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: NO		
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 6453	ACCOUNT NUMBER: 10-10	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional services agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$ 14,946.00 for the Municipal Separate Storm Sewer System (MS4) annual reporting.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Wipfler
[Signature]
[Signature]

January 10, 2025

Mr. John Krager III, P.E.
Manager of Engineering Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: 2025 NPDES MS4 Permitting Services

Dear Mr. Krager:

Benesch appreciates the opportunity to propose professional services to assist the City of Bellevue (City) with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2024 reporting year as well as provide support services in the implementation of City's stormwater management program to address Nebraska Department of Environment and Energy (NDEE) compliance with General Permit NER220000 (sMS4-GP). We propose to provide project management and coordination, document updates, training presentations, and a review of the annual report as requested by the City. It is the understanding that the City will be writing, compiling, and submitting the annual report to the NDEE. Review of the report and updates to program documents will include following the NDEE Title 119 Chapter 10 – NPDES Regulations Applicable to Storm Water Discharges, the Environmental Protection Agency (EPA) rules for Phase II of the NPDES program, and guidance from the Papillion Creek Watershed Partnership (PCWP). We have experienced personnel on staff with the qualifications needed to support the City in any facet of the project.

Benesch proposes to provide the following services:

- Review of the City's preparation of the 2024 Annual Report.
- Provide comments and answer questions in relation to the City's preparation of the 2024 Annual Report.
- Update the City's Facility Runoff Control Plans (FRCP) and Illicit Discharge Detection and Elimination (IDDE) Standard Operating Procedures (SOP) as needed.
- Attend Quarterly Stormwater Management Program Meetings with City Staff.
- Present the annual training with the City staff who will be performing the regular inspections of IDDE maintenance, compliance, and follow up to public complaints of suspected illicit discharges to the City's storm sewer system. During the training, Benesch will explain the process, forms, what to look for in the field, and suggested BMPs. The training will be held in two parts on one day. The first part of the training will be held at the City of Bellevue's office building on Wall Street and then followed by a site visit to one outfall location to step through the process of completing the paperwork and observing the surroundings and features of the stormwater outfall.
- Present the annual MS4 Stormwater Management Training where an overview will be provided of NPDES, stormwater management requirements, and standard MS4 operating procedures and maintenance for City of Bellevue Department Staff. The training will be held at the City of Bellevue's office building on Wall Street.

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on anticipated services from previous discussions with City staff as outlined above, we estimate these services will require up to 80 hours during the 2025 calendar year. We propose to provide these services for a Not-to-Exceed fee of **\$14,946.00**. The labor provided under this proposal shall be compensated based upon actual direct labor costs plus overhead and 12% profit. Direct expenses, including subconsultant costs, shall be reimbursed at cost or established industry standard rates (e.g., IRS rate for mileage). It is mutually agreed, the total scope of services is limited to those services requested that may be performed within the budget estimated below unless additional fee is authorized. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

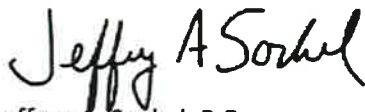
The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized 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.

This scope of work does not include the following work items, but the additional services for these items may be desired and requested at a later time under a supplemental agreement:

- Identifying and GPS locating outfalls and updating storm sewer outfall maps (all or phased over a couple years).
- Performing regular storm sewer outfall inspections (all or phased over a couple years).
- Writing the 2024 Annual Report and report attachments.
- Performing IDDE outfall inspections.
- Performing FRCP facility inspections.
- Attending PCWP meetings during the year.

If this proposed agreement is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, P.E.
Senior Vice President/Omaha Division Manager

Accepted:

Date

Name

Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
1/21/2025

COUNCIL MEETING DATE: 1/21/2025		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:
CIPWW25(3) - BPW 211123 Haworth Park Wastewater System

SYNOPSIS/BACKGROUND:
The City of Bellevue Public Works Department received 5 - bids for Haworth Park Sanitary Sewer Improvements on January 8, 2025 ranging from \$2,689,482.25.00 to \$4,362,840.59. After review of the bids received, the low, responsive, and responsible bidder is Heimes.Corp in the amount of \$2,689,482.25 and therefore request the City Council approve and the Mayor execute the Notice of Award and authorize the execution of the Agreement.

FISCAL IMPACT: \$2,689,482.25 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Heimes Corp 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: CIPWW25(3) - BPW 211123 Haworth Park Wastewater System

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

CIP PROJECT NAME: Haworth Park Wastewater System CIP PROJECT NUMBER: WW25(3)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

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 Heimes Corp. in the amount of \$2,689,482.25.

- ATTACHMENTS:
- | | | |
|-----------------|--------------------|-----------------------------|
| 1. Bid Proposal | 2. Bid Bond | 3. HDR - 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:

Daniel W. [Signature]
[Signature]
[Signature]



January 8, 2025

Mr. Dave Goedeken
Public Works Director
1510 Wall Street
Bellevue, NE 68005

Subject: Haworth Park Sanitary Sewer Improvements
Bellevue, Nebraska
City Project No. BPW-211123
Bid Recommendation

Dear Mr. Goedeken,

Bids for the construction of the Haworth Park Sanitary Sewer Improvement Project were received on January 8, 2025. Five bids were received. A copy of the bid tabulation is attached.

Heimes Corp. submitted the low bid of \$2,689,482.25 which was above the engineer's estimate of \$1,992,007.00.

We recommend award of the contract to Heimes Corp. in the amount of \$2,689,482.25. The three low bids were very competitive and reflect the actual cost of the project. In our opinion, rebidding the project would not result in a substantial change in the bid price and we are not aware of any potential changes to the project that would substantially reduce the contract amount. Heimes Corp. has worked on previous City of Bellevue sewer projects and is a competent contractor.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,
HDR Engineering Inc.

Chris J. Koenig, P.E.
Senior Project Manager

Attachment

NOTICE OF AWARD

Date of Issuance:

Owner: City of Bellevue, Nebraska Owner's Project No.: BPW-211123
Engineer: HDR Engineering Inc. Engineer's Project No.: 10330939
Project: Haworth Park Sanitary Sewer Improvements
Contractor: Heimes Corp.
Contractors's Address: 9144 South 147th Street, Omaha, NE 68138

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a sanitary sewer lift station, force main, and gravity sewer pipe; removal of two sewage storage tanks; construction of a water service; and rehabilitation of a gravity sewer.

The Contract Price of the awarded Contract is **\$2,689,482.25**. 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.

Five 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 five counterparts of the Agreement, signed by 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.

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 the General Conditions.

Owner: City of Bellevue, Nebraska

By (*signature*):

Name (*printed*): Rusty Hike

Title: Mayor

Copy: PW Director, Engineer

HAWORTH PARK SANITARY SEWER IMPROVEMENTS

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____ 2025 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 Heimes Corp. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project, (as the work and project 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 (i) 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 South Gravity Sewer Rehabilitation ("Project") 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 ten (10) 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 "A" 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 Twelve Hundred and no/100ths Dollars (\$1,200.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. 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 Two Million, Six Hundred and Eighty-Nine Thousand, Four Hundred Eighty-Two Dollars and Twenty-Five Cents (\$2,689,482.25) ("Contract Sum").

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. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. 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 10 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 Department of Public Works 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 from insurance companies acceptable to the city:

- 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 in 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:

David Goedeken, PE
Public Works Director
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

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

If to Contractor:

Tom Heimes
Heimes Corp.
9144 South 14th Street
Omaha, NE 68138
Fax No.: (402) 284-2444

With a copy to:

Matt Sykora
Heimes Corp.
9144 South 14th Street
Omaha, NE 68138
Fax No.: (402) 284-2444

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director David Goedeken, PE 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.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action

report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

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.

Owner:
 City of Bellevue
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
 1500 Wall Street
 Bellevue, Nebraska 68005

Designated Representative:
 Name: David Goedecken, PE
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:
 1510 Wall Street
 Bellevue, Nebraska 68005

Phone: 402-293-3030

Email: dave.goedecken@bellevue.net

Contractor:
 Heimes Corp
(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: _____

PROPOSAL

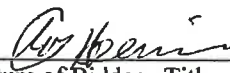
To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

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

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within 60 calendar days 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

Tom Heimes

Typed or Printed Name

Heimes Corp.

Name of Company

9144 S 147th Street

Business Address

Omaha, NE 68138

832663335

DUNS #

A00614

City of Bellevue Contractor's License #/or
approved equivalent

402.894.1000

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

ITEMIZED BID SCHEDULE

BID SCHEULE A - SANITARY SEWER IMPROVEMENTS

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	Mobilization, Permits, Bonds and Insurance	1	LS	\$ 114,960.00	\$ 114,960.00
2.	SWPPP Maintenance Allowance	1	LS	\$ 12,000.00	\$ 12,000.00
3.	Provide Temporary Traffic Control	1	LS	\$ 4,500.00	\$ 4,500.00
4.	Clearing and Grubbing	1	LS	\$ 15,660.00	\$ 15,660.00
5.	Remove Tree	4	EA	\$ 228.00	\$ 912.00
6.	Install SWPPP Notification Sign	1	EA	\$ 635.00	\$ 635.00
7.	Install Silt Fence	2,002	LF	\$ 4.00	\$ 8,008.00
8.	Install Construction Entrance	7	EA	\$ 2,076.00	\$ 14,532.00
9.	Install Concrete Washout	1	EA	\$ 1,592.00	\$ 1,592.00
10.	Remove SWPPP Notification Sign	1	EA	\$ 85.00	\$ 85.00
11.	Remove Silt Fence	2,002	LF	\$ 2.00	\$ 4,004.00
12.	Remove Construction Entrance	7	EA	\$ 425.00	\$ 2,975.00
13.	Remove Concrete Washout	1	EA	\$ 500.00	\$ 500.00
14.	Remove Topsoil	7,038	SY	\$ 1.50	\$ 10,557.00
15.	Place Topsoil	7,038	SY	\$ 2.00	\$ 14,076.00
16.	Install Seeding - Type B	5,452	SY	\$ 0.75	\$ 4,089.00
17.	Install Rolled Erosion Control, Type I	8,320	SY	\$ 1.80	\$ 14,976.00
18.	Saw Cut- Full Depth	166	LF	\$ 7.00	\$ 1,162.00
19.	Remove Wetlands Topsoil	2,868	SY	\$ 2.60	\$ 7,456.80
20.	Place Wetlands Topsoil	2,868	SY	\$ 3.60	\$ 10,324.80
21.	Install Wetlands Seeding	2,868	SY	\$ 1.50	\$ 4,302.00
22.	Modify Lift Station	1	LS	\$ 8,705.00	\$ 8,705.00
23.	Abandon Valve Vault	1	LS	\$ 2,040.00	\$ 2,040.00
24.	Abandon Lift Station	1	LS	\$ 3,296.00	\$ 3,296.00
25.	Remove 12" or Smaller Sewer Pipe	20	LF	\$ 75.00	\$ 1,500.00
26.	Remove Pavement	99	SY	\$ 16.00	\$ 1,584.00
27.	Remove Sidewalk	281	SF	\$ 1.00	\$ 281.00
28.	Remove Multi-Use Trail	68	SY	\$ 13.50	\$ 918.00
29.	Construct 8" Concrete Pavement (Type L65)	59	SY	\$ 126.00	\$ 7,434.00
30.	Construct 6" Concrete Pavement (Type L65)	40	SY	\$ 113.00	\$ 4,520.00
31.	Construct 7" Concrete Driveway (Type L65)	176	SY	\$ 108.00	\$ 19,008.00
32.	Construct 6" PCC Sidewalk	301	SF	\$ 15.00	\$ 4,515.00
33.	Construct 6" PCC Multi-Use Trail	70	SY	\$ 105.00	\$ 7,350.00
34.	Construct Levee Gate	1	EA	\$ 6,311.00	\$ 6,311.00
35.	Construct Lift Station Building, Pumps, and Piping Complete	1	LS	\$ 691,280.00	\$ 691,280.00
36.	Construct 6" Sanitary Sewer Pipe Plug	2	EA	\$ 102.00	\$ 204.00
37.	Construct 6" x 6" Sanitary Sewer Wye	3	EA	\$ 205.00	\$ 615.00
38.	Construct 6" 45 Degree Bend	3	EA	\$ 112.00	\$ 336.00
39.	Remove Sewer Tank - Concession	1	LS	\$ 3,115.00	\$ 3,115.00
40.	Connect Lateral - Concession	1	EA	\$ 2,409.00	\$ 2,409.00
41.	Remove Tank- Offices	1	LS	\$ 3,115.00	\$ 3,115.00
42.	Connect Lateral to Sewer - Offices	1	EA	\$ 2,267.00	\$ 2,267.00

BID SCHEULE B - WATER SERVICE IMPROVEMENTS

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	Mobilization, Permits, Bonds and Insurance	1	LS	\$ 15,711.00	\$ 15,711.00
2.	SWPPP Maintenance Allowance	1	LS	\$ 3,000.00	\$ 3,000.00
3.	Install Silt Fence	170	LF	\$ 4.00	\$ 680.00
4.	Remove Silt Fence	170	LF	\$ 2.00	\$ 340.00
5.	Remove Topsoil	667	SY	\$ 2.00	\$ 1,334.00
6.	Place Topsoil	667	SY	\$ 3.00	\$ 2,001.00
7.	Install Seeding – Type B	667	SY	\$ 1.00	\$ 667.00
8.	Install Rolled Erosion Control, Type I	667	SY	\$ 2.00	\$ 1,334.00
9.	Construct 3" Copper Type "K" Pipe	652	LF	\$ 154.00	\$ 100,408.00
10.	Bore and Jack 6" Steel Casing	235	LF	\$ 621.00	\$ 145,935.00
11.	Construct 3" 90 Degree Bend	3	EA	\$ 2,029.00	\$ 6,087.00
12.	Construct 3" 11.25 Degree Bend	2	EA	\$ 271.00	\$ 542.00
13.	Construct 4" x 3" Reducer	1	EA	\$ 1,286.00	\$ 1,286.00
14.	Install Temporary Cap	1	EA	\$ 316.00	\$ 316.00
15.	Construct 3" Ball Valve and Manhole	2	EA	\$ 9,685.10	\$ 19,370.20
16.	8" x 4" Water Main Tap by MUD	1	EA	\$ 3,063.00	\$ 3,063.00

SUBTOTAL BID SCHEDULE B \$ 302,074.20

TOTAL BID \$ 2,689,482.25

CITY OF BELLEVUE # A00614

DATE July 01 2024

Tim Tucker

Is here by granted permission to do work as a
CLASS A GENERAL UNLIMITED CONTRACTOR
Within the jurisdictional limits of the City of Bellevue, NE

From 07/01/2024 to 06/30/2025

Krista Carlson
Contractor's Signature Signed for the City of Bellevue

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Heimes Corp., 9144 S. 147th Street, Omaha, NE 68138

_____ as Principal, hereinafter called the Principal,
and the Swiss Re Corporate Solutions America Insurance Corporation,

of 1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under
the laws of the State of MO, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Bellevue, Nebraska as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Haworth Park Sanitary Sewer Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of January, 2025.

[Signature]

Witness

Heimes Corp. (Seal)

Principal
[Signature]

President
Title

[Signature]

Witness

Swiss Re Corporate Solutions America Insurance Corporation
By [Signature]

Maura P. Kelly, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY, and DUSTIN COOPER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of January, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**City of Bellevue, NE - Haworth Park Sanitary Sewer Improvements
City Project No. BPW-211123
Bid Tabulation
January 8, 2025**

SCHEDULE A: SANITARY SEWER IMPROVEMENTS				Engineers Estimate		Chas. Vrana & Sons Construction Co.		Valley Corporation		Rolofo Construction		Heimes Corp.		Neuvirth Construction, Inc.	
LINE ITEM	ITEM DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID
1.	Mobilization, Permits, Bonds and Insurance	1	LS	\$ 83,741.30	\$ 83,741	\$ 184,000.00	\$ 184,000.00	\$ 139,608.95	\$ 139,608.95	\$ 78,000.00	\$ 78,000.00	\$ 114,960.00	\$ 114,960.00	\$ 111,553.68	\$ 111,553.68
2.	SWPPP Maintenance Allowance	1	LS	\$ 12,000.00	\$ 12,000	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
3.	Provide Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000	\$ 5,000.00	\$ 5,000.00	\$ 3,889.97	\$ 3,889.97	\$ 3,650.00	\$ 3,650.00	\$ 4,500.00	\$ 4,500.00	\$ 6,845.88	\$ 6,845.88
4.	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000	\$ 50,000.00	\$ 50,000.00	\$ 115,798.20	\$ 115,798.20	\$ 74,250.00	\$ 74,250.00	\$ 15,660.00	\$ 15,660.00	\$ 8,899.65	\$ 8,899.65
5.	Remove Tree	4	EA	\$ 200.00	\$ 800	\$ 1,400.00	\$ 5,600.00	\$ 255.53	\$ 1,022.12	\$ 1,400.00	\$ 5,600.00	\$ 228.00	\$ 912.00	\$ 1,711.47	\$ 6,845.88
6.	Install SWPPP Notification Sign	1	EA	\$ 500.00	\$ 500	\$ 900.00	\$ 900.00	\$ 464.29	\$ 464.29	\$ 265.00	\$ 265.00	\$ 635.00	\$ 635.00	\$ 1,852.67	\$ 1,852.67
7.	Install Silt Fence	2,002	LF	\$ 5.00	\$ 10,010	\$ 3.20	\$ 6,406.40	\$ 3.84	\$ 7,687.68	\$ 3.60	\$ 7,207.20	\$ 4.00	\$ 8,008.00	\$ 4.40	\$ 8,808.80
8.	Install Construction Entrance	7	EA	\$ 3,500.00	\$ 24,500	\$ 1,600.00	\$ 11,200.00	\$ 1,828.69	\$ 12,800.83	\$ 2,930.00	\$ 20,510.00	\$ 2,076.00	\$ 14,532.00	\$ 2,766.64	\$ 19,366.48
9.	Install Concrete Washout	1	EA	\$ 1,500.00	\$ 1,500	\$ 1,500.00	\$ 1,500.00	\$ 807.46	\$ 807.46	\$ 1,830.00	\$ 1,830.00	\$ 1,592.00	\$ 1,592.00	\$ 1,556.46	\$ 1,556.46
10.	Remove SWPPP Notification Sign	1	EA	\$ 200.00	\$ 200	\$ 820.00	\$ 820.00	\$ 142.65	\$ 142.65	\$ 80.00	\$ 80.00	\$ 85.00	\$ 85.00	\$ 124.08	\$ 124.08
11.	Remove Silt Fence	2,002	LF	\$ 2.00	\$ 4,004	\$ 0.54	\$ 1,081.08	\$ 0.90	\$ 1,801.80	\$ 0.84	\$ 1,681.68	\$ 2.00	\$ 4,004.00	\$ 1.03	\$ 2,062.06
12.	Remove Construction Entrance	7	EA	\$ 1,500.00	\$ 10,500	\$ 800.00	\$ 5,600.00	\$ 1,562.23	\$ 10,935.61	\$ 1,275.00	\$ 8,925.00	\$ 425.00	\$ 2,975.00	\$ 1,490.51	\$ 10,433.57
13.	Remove Concrete Washout	1	EA	\$ 300.00	\$ 300	\$ 800.00	\$ 800.00	\$ 807.46	\$ 807.46	\$ 1,830.00	\$ 1,830.00	\$ 500.00	\$ 500.00	\$ 956.22	\$ 956.22
14.	Remove Topsoil	7,038	SY	\$ 4.00	\$ 28,152	\$ 5.00	\$ 35,190.00	\$ 0.44	\$ 3,096.72	\$ 1.55	\$ 10,908.90	\$ 1.50	\$ 10,557.00	\$ 1.22	\$ 8,586.36
15.	Place Topsoil	7,038	SY	\$ 4.00	\$ 28,152	\$ 5.00	\$ 35,190.00	\$ 0.61	\$ 4,293.18	\$ 1.55	\$ 10,908.90	\$ 2.00	\$ 14,076.00	\$ 1.22	\$ 8,586.36
16.	Install Seeding - Type B	5,452	SY	\$ 0.45	\$ 2,453	\$ 0.65	\$ 3,543.80	\$ 0.48	\$ 2,616.96	\$ 0.45	\$ 2,453.40	\$ 0.75	\$ 4,089.00	\$ 0.55	\$ 2,998.60
17.	Install Rolled Erosion Control, Type I	8,320	SY	\$ 3.50	\$ 29,120	\$ 1.50	\$ 12,480.00	\$ 1.44	\$ 11,980.80	\$ 1.35	\$ 11,232.00	\$ 1.80	\$ 14,976.00	\$ 1.64	\$ 13,644.80
18.	Saw Cut- Full Depth	166	LF	\$ 6.00	\$ 996	\$ 8.00	\$ 1,328.00	\$ 9.69	\$ 1,608.54	\$ 8.13	\$ 1,349.58	\$ 7.00	\$ 1,162.00	\$ 11.25	\$ 1,867.50
19.	Remove Wetlands Topsoil	2,868	SY	\$ 4.00	\$ 11,472	\$ 7.00	\$ 20,076.00	\$ 1.08	\$ 3,097.44	\$ 1.55	\$ 4,445.40	\$ 2.60	\$ 7,456.80	\$ 1.22	\$ 3,498.96
20.	Place Wetlands Topsoil	2,868	SY	\$ 5.00	\$ 14,340	\$ 7.00	\$ 20,076.00	\$ 1.49	\$ 4,273.32	\$ 1.55	\$ 4,445.40	\$ 3.60	\$ 10,324.80	\$ 1.22	\$ 3,498.96
21.	Install Wetlands Seeding	2,868	SY	\$ 10.00	\$ 28,680	\$ 1.30	\$ 3,728.40	\$ 1.08	\$ 3,097.44	\$ 1.01	\$ 2,896.68	\$ 1.50	\$ 4,302.00	\$ 1.23	\$ 3,527.64
22.	Modify Lift Station	1	LS	\$ 15,000.00	\$ 15,000	\$ 25,000.00	\$ 25,000.00	\$ 5,632.49	\$ 5,632.49	\$ 15,475.00	\$ 15,475.00	\$ 8,705.00	\$ 8,705.00	\$ 10,179.74	\$ 10,179.74
23.	Abandon Valve Vault	1	LS	\$ 7,500.00	\$ 7,500	\$ 20,000.00	\$ 20,000.00	\$ 4,136.52	\$ 4,136.52	\$ 4,390.00	\$ 4,390.00	\$ 2,040.00	\$ 2,040.00	\$ 2,992.56	\$ 2,992.56
24.	Abandon Lift Station	1	LS	\$ 6,000.00	\$ 6,000	\$ 25,000.00	\$ 25,000.00	\$ 5,008.35	\$ 5,008.35	\$ 12,745.00	\$ 12,745.00	\$ 3,296.00	\$ 3,296.00	\$ 5,985.11	\$ 5,985.11
25.	Remove 12" or Smaller Sewer Pipe	20	LF	\$ 25.00	\$ 500	\$ 45.00	\$ 900.00	\$ 30.79	\$ 615.80	\$ 17.40	\$ 348.00	\$ 75.00	\$ 1,500.00	\$ 18.55	\$ 371.00
26.	Remove Pavement	99	SY	\$ 14.00	\$ 1,386	\$ 15.00	\$ 1,485.00	\$ 13.40	\$ 1,326.60	\$ 10.50	\$ 1,039.50	\$ 16.00	\$ 1,584.00	\$ 23.52	\$ 2,328.48
27.	Remove Sidewalk	281	SF	\$ 1.00	\$ 281	\$ 2.00	\$ 562.00	\$ 0.99	\$ 278.19	\$ 1.30	\$ 365.30	\$ 1.00	\$ 281.00	\$ 4.55	\$ 1,278.55
28.	Remove Multi-Use Trail	68	SY	\$ 12.00	\$ 816	\$ 20.00	\$ 1,360.00	\$ 8.93	\$ 607.24	\$ 10.50	\$ 714.00	\$ 13.50	\$ 918.00	\$ 33.12	\$ 2,252.16
29.	Construct 8" Concrete Pavement (Type L65)	59	SY	\$ 85.00	\$ 5,015	\$ 120.00	\$ 7,080.00	\$ 179.21	\$ 10,573.39	\$ 117.90	\$ 6,956.10	\$ 126.00	\$ 7,434.00	\$ 109.58	\$ 6,465.22
30.	Construct 6" Concrete Pavement (Type L65)	40	SY	\$ 65.00	\$ 2,600	\$ 122.00	\$ 4,880.00	\$ 190.81	\$ 7,632.40	\$ 96.20	\$ 3,848.00	\$ 113.00	\$ 4,520.00	\$ 94.54	\$ 3,781.60
31.	Construct 7" Concrete Driveway (Type L65)	176	SY	\$ 80.00	\$ 14,080	\$ 106.00	\$ 18,656.00	\$ 91.54	\$ 16,111.04	\$ 111.10	\$ 19,553.60	\$ 108.00	\$ 19,008.00	\$ 101.55	\$ 17,872.80
32.	Construct 8" PCC Sidewalk	301	SF	\$ 10.00	\$ 3,010	\$ 9.00	\$ 2,709.00	\$ 24.39	\$ 7,341.39	\$ 11.80	\$ 3,551.80	\$ 15.00	\$ 4,515.00	\$ 13.23	\$ 3,982.23
33.	Construct 6" PCC Multi-Use Trail	70	SY	\$ 65.00	\$ 4,550	\$ 73.00	\$ 5,110.00	\$ 222.75	\$ 15,592.50	\$ 95.20	\$ 6,664.00	\$ 105.00	\$ 7,350.00	\$ 100.87	\$ 7,069.90
34.	Construct Levee Gate	1	EA	\$ 2,500.00	\$ 2,500	\$ 10,000.00	\$ 10,000.00	\$ 7,181.49	\$ 7,181.49	\$ 2,800.00	\$ 2,800.00	\$ 6,311.00	\$ 6,311.00	\$ 6,498.87	\$ 6,498.87
35.	Construct Lift Station Building, Pumps, and Piping Complete	1	LS	\$ 320,000.00	\$ 320,000	\$ 830,000.00	\$ 830,000.00	\$ 417,134.77	\$ 417,134.77	\$ 674,800.00	\$ 674,800.00	\$ 691,280.00	\$ 691,280.00	\$ 665,945.97	\$ 665,945.97
36.	Construct 8" Sanitary Sewer Pipe Plug	2	EA	\$ 500.00	\$ 1,000	\$ 366.00	\$ 732.00	\$ 73.39	\$ 146.78	\$ 110.00	\$ 220.00	\$ 102.00	\$ 204.00	\$ 46.29	\$ 92.58
37.	Construct 8" x 6" Sanitary Sewer Wye	3	EA	\$ 1,000.00	\$ 3,000	\$ 2,000.00	\$ 6,000.00	\$ 201.28	\$ 603.84	\$ 260.00	\$ 780.00	\$ 205.00	\$ 615.00	\$ 224.63	\$ 673.89
38.	Construct 6" 45 Degree Bend	3	EA	\$ 750.00	\$ 2,250	\$ 1,500.00	\$ 4,500.00	\$ 155.30	\$ 465.90	\$ 200.00	\$ 600.00	\$ 112.00	\$ 336.00	\$ 157.31	\$ 471.93
39.	Remove Tank - Concession	1	LS	\$ 10,000.00	\$ 10,000	\$ 6,000.00	\$ 6,000.00	\$ 13,210.35	\$ 13,210.35	\$ 14,600.00	\$ 14,600.00	\$ 3,115.00	\$ 3,115.00	\$ 8,279.61	\$ 8,279.61
40.	Connect Lateral - Concession	1	EA	\$ 350.00	\$ 350	\$ 5,000.00	\$ 5,000.00	\$ 2,091.02	\$ 2,091.02	\$ 1,000.00	\$ 1,000.00	\$ 2,409.00	\$ 2,409.00	\$ 2,811.86	\$ 2,811.86
41.	Remove Tank - Offices	1	LS	\$ 10,000.00	\$ 10,000	\$ 3,000.00	\$ 3,000.00	\$ 10,256.81	\$ 10,256.81	\$ 14,600.00	\$ 14,600.00	\$ 3,115.00	\$ 3,115.00	\$ 8,279.61	\$ 8,279.61
42.	Connect Lateral to Sewer - Offices	1	EA	\$ 350.00	\$ 350	\$ 5,000.00	\$ 5,000.00	\$ 620.41	\$ 620.41	\$ 1,000.00	\$ 1,000.00	\$ 2,267.00	\$ 2,267.00	\$ 2,811.86	\$ 2,811.86
43.	Connect to Existing Pipe	1	EA	\$ 350.00	\$ 350	\$ 4,000.00	\$ 4,000.00	\$ 97.72	\$ 97.72	\$ 880.00	\$ 880.00	\$ 2,571.00	\$ 2,571.00	\$ 2,764.28	\$ 2,764.28
44.	Construct Flowable Fill Bedding	120	CY	\$ 60.00	\$ 7,200	\$ 400.00	\$ 48,000.00	\$ 510.35	\$ 61,242.00	\$ 1,150.00	\$ 138,000.00	\$ 414.00	\$ 49,680.00	\$ 443.07	\$ 53,168.40
45.	3" Crushed Rock Trench Stabilization	10	TN	\$ 100.00	\$ 1,000	\$ 100.00	\$ 1,000.00	\$ 72.21	\$ 722.10	\$ 137.00	\$ 1,370.00	\$ 54.00	\$ 540.00	\$ 54.89	\$ 548.90
46.	Geotextile Fabric	40	SY	\$ 7.00	\$ 280	\$ 9.00	\$ 360.00	\$ 3.20	\$ 128.00	\$ 6.98	\$ 279.20	\$ 3.50	\$ 140.00	\$ 6.09	\$ 243.60
47.	Construct 6" PVC Sanitary Sewer Pipe	1,043	LF	\$ 45.00	\$ 46,935	\$ 60.00	\$ 62,580.00	\$ 62.09	\$ 64,759.87	\$ 78.59	\$ 81,969.37	\$ 31.00	\$ 32,333.00	\$ 45.37	\$ 47,320.91
48.	Construct 8" PVC Sanitary Sewer Pipe	263	LF	\$ 65.00	\$ 17,095	\$ 57.00	\$ 14,991.00	\$ 70.20	\$ 18,462.60	\$ 141.66	\$ 37,256.58	\$ 66.00	\$ 17,358.00	\$ 51.08	\$ 13,434.04
49.	Bore and Jack 12" Steel Casing	170	LF	\$ 550.00	\$ 93,500	\$ 1,500.00	\$ 255,000.00	\$ 1,112.24	\$ 189,080.80	\$ 1,038.21	\$ 176,495.70	\$ 970.00	\$ 164,900.00	\$ 881.70	\$ 149,889.00
50.	Horizontal Directionally Drilled 6" Sanitary Sewer Pipe	160	LF	\$ 150.00	\$ 24,000	\$ 1,000.00	\$ 160,000.00	\$ 708.14	\$ 113,302.40	\$ 874.09	\$ 139,854.40	\$ 192.00	\$ 30,720.00	\$ 195.56	\$ 31,289.60
51.	Construct 4" Force Main Pipe	1,200	LF	\$ 45.00	\$ 54,000	\$ 76.00	\$ 91,200.00	\$ 42.81	\$ 51,372.00	\$ 49.14	\$ 58,968.00	\$ 26.75	\$ 32,100.00	\$ 26.40	\$ 31,680.00

52.	Horizontal Directional Drill 4" Force Main Pipe	80	LF	\$ 125.00	\$ 10,000	\$ 630.00	\$ 50,400.00	\$ 171.88	\$ 13,750.40	\$ 250.80	\$ 20,064.00	\$ 159.00	\$ 12,720.00	\$ 177.41	\$ 14,192.80
53.	Construct 4" Force Main Pipe Inside Existing Sewer Pipe	75	LF	\$ 55.00	\$ 4,125	\$ 255.00	\$ 19,125.00	\$ 97.40	\$ 7,305.00	\$ 142.00	\$ 10,650.00	\$ 68.00	\$ 5,100.00	\$ 66.76	\$ 5,007.00
54.	Construct 4" 45 Degree Bend	10	EA	\$ 500.00	\$ 5,000	\$ 1,200.00	\$ 12,000.00	\$ 640.46	\$ 6,404.60	\$ 1,550.00	\$ 15,500.00	\$ 222.00	\$ 2,220.00	\$ 605.14	\$ 6,051.40
55.	Construct 4" 11.25 Degree Bend	1	EA	\$ 400.00	\$ 400	\$ 1,550.00	\$ 1,550.00	\$ 628.47	\$ 628.47	\$ 1,545.00	\$ 1,545.00	\$ 215.00	\$ 215.00	\$ 597.52	\$ 597.52
56.	Construct 4" Force Main Inside Existing Manhole	1	LS	\$ 3,500.00	\$ 3,500	\$ 40,000.00	\$ 40,000.00	\$ 9,484.82	\$ 9,484.82	\$ 9,630.00	\$ 9,630.00	\$ 8,554.00	\$ 8,554.00	\$ 4,542.95	\$ 4,542.95
57.	Construct 54" I.D. Sanitary Manhole	16.73	VF	\$ 800.00	\$ 13,384	\$ 1,030.00	\$ 17,231.90	\$ 1,109.38	\$ 18,559.93	\$ 713.70	\$ 11,940.20	\$ 769.00	\$ 12,865.37	\$ 1,339.47	\$ 22,409.33
58.	Construct Air Release Manhole	1	EA	\$ 8,500.00	\$ 8,500	\$ 16,000.00	\$ 16,000.00	\$ 15,719.94	\$ 15,719.94	\$ 10,000.00	\$ 10,000.00	\$ 12,260.00	\$ 12,260.00	\$ 8,627.19	\$ 8,627.19
59.	Construct Cleanout	3	EA	\$ 500.00	\$ 1,500	\$ 1,800.00	\$ 5,400.00	\$ 613.21	\$ 1,839.63	\$ 1,320.00	\$ 3,960.00	\$ 1,980.00	\$ 5,940.00	\$ 351.39	\$ 1,054.17
60.	Construct 4" Sanitary Sewer Manhole Tap	1	EA	\$ 400.00	\$ 400	\$ 1,700.00	\$ 1,700.00	\$ 2,027.38	\$ 2,027.38	\$ 860.00	\$ 860.00	\$ 729.00	\$ 729.00	\$ 3,272.51	\$ 3,272.51
61.	Construct 6" Sanitary Sewer Manhole Tap	1	EA	\$ 600.00	\$ 600	\$ 1,700.00	\$ 1,700.00	\$ 2,027.38	\$ 2,027.38	\$ 920.00	\$ 920.00	\$ 746.00	\$ 746.00	\$ 3,286.20	\$ 3,286.20
62.	Construct 8" Sanitary Sewer Manhole Tap	1	EA	\$ 1,000.00	\$ 1,000	\$ 1,700.00	\$ 1,700.00	\$ 2,027.38	\$ 2,027.38	\$ 1,120.00	\$ 1,120.00	\$ 774.00	\$ 774.00	\$ 3,299.89	\$ 3,299.89
63.	Construct 8" Concrete Collar	1	EA	\$ 600.00	\$ 600	\$ 2,900.00	\$ 2,900.00	\$ 1,056.75	\$ 1,056.75	\$ 600.00	\$ 600.00	\$ 578.00	\$ 578.00	\$ 728.11	\$ 728.11
64.	Construct 6" Concrete Collar	1	EA	\$ 300.00	\$ 300	\$ 2,900.00	\$ 2,900.00	\$ 1,056.75	\$ 1,056.75	\$ 550.00	\$ 550.00	\$ 553.00	\$ 553.00	\$ 728.11	\$ 728.11
65.	Construct 4" Concrete Collar	1	EA	\$ 250.00	\$ 250	\$ 2,900.00	\$ 2,900.00	\$ 1,056.75	\$ 1,056.75	\$ 515.00	\$ 515.00	\$ 545.00	\$ 545.00	\$ 728.11	\$ 728.11
66.	Install External Ring Seal	3	EA	\$ 700.00	\$ 2,100	\$ 500.00	\$ 1,500.00	\$ 504.92	\$ 1,514.76	\$ 550.00	\$ 1,650.00	\$ 886.00	\$ 2,658.00	\$ 571.05	\$ 1,713.15
67.	Construct Manhole Ring Collar	3	EA	\$ 300.00	\$ 900	\$ 600.00	\$ 1,800.00	\$ 619.63	\$ 1,858.89	\$ 850.00	\$ 2,550.00	\$ 1,668.00	\$ 5,004.00	\$ 728.11	\$ 2,184.33
68.	Cured In Place Pipe Liner, Gravity Sewer, 8 Inch	880	LF	\$ 85.00	\$ 74,800	\$ 45.00	\$ 39,600.00	\$ 55.29	\$ 48,655.20	\$ 41.30	\$ 36,344.00	\$ 61.00	\$ 53,680.00	\$ 44.50	\$ 39,160.00
69.	Sewer Spot Repair	1	EA	\$ 25,000.00	\$ 25,000	\$ 6,200.00	\$ 6,200.00	\$ 12,706.82	\$ 12,706.82	\$ 22,750.00	\$ 22,750.00	\$ 16,505.00	\$ 16,505.00	\$ 18,339.23	\$ 18,339.23
70.	Install 8" Gate Valve and Manhole	2	EA	\$ 5,000.00	\$ 10,000	\$ 15,000.00	\$ 30,000.00	\$ 15,495.29	\$ 30,990.58	\$ 14,000.00	\$ 28,000.00	\$ 9,216.00	\$ 18,432.00	\$ 12,665.85	\$ 25,331.70
71.	Line Manhole	30.73	VF	\$ 850.00	\$ 26,121	\$ 500.00	\$ 15,365.00	\$ 609.53	\$ 18,730.86	\$ 506.60	\$ 12,599.30	\$ 596.00	\$ 18,315.08	\$ 506.60	\$ 15,567.82
72.	Perform CCTV Pipeline Inspection	1.373	LF	\$ 3.00	\$ 4.119	\$ 5.00	\$ 6,865.00	\$ 6.78	\$ 9,308.94	\$ 3.35	\$ 4,599.55	\$ 4.00	\$ 5,492.00	\$ 3.08	\$ 4,228.84
73.	Dewatering	1	LS	\$ 100,000.00	\$ 100,000	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,084,057.46	\$ 1,084,057.46	\$ 399,000.00	\$ 399,000.00	\$ 623,893.00	\$ 623,893.00	\$ 594,122.00	\$ 594,122.00
74.	Abandon Existing Valve	1	EA	\$ 3,000.00	\$ 3,000	\$ 3,300.00	\$ 3,300.00	\$ 1,163.41	\$ 1,163.41	\$ 1,370.00	\$ 1,370.00	\$ 445.00	\$ 445.00	\$ 311.29	\$ 311.29
75.	Construct Bypass Connection Assembly	1	LS	\$ 55,000.00	\$ 55,000	\$ 25,000.00	\$ 25,000.00	\$ 6,944.30	\$ 6,944.30	\$ 6,060.00	\$ 6,060.00	\$ 12,838.00	\$ 12,838.00	\$ 7,542.49	\$ 7,542.49
76.	Construct 6" 22.5 Degree Bend	1	EA	\$ 1,000.00	\$ 1,000	\$ 1,600.00	\$ 1,600.00	\$ 174.48	\$ 174.48	\$ 214.00	\$ 214.00	\$ 202.00	\$ 202.00	\$ 190.56	\$ 190.56
77.	Pig Launching Station	1	EA	\$ 20,000.00	\$ 20,000	\$ 12,000.00	\$ 12,000.00	\$ 4,562.88	\$ 4,562.88	\$ 5,635.00	\$ 5,635.00	\$ 7,724.00	\$ 7,724.00	\$ 9,450.85	\$ 9,450.85
78.	Construct 8 FT Dia. Lift Station Wet Well Complete	1	LS	\$ 400,000.00	\$ 400,000	\$ 600,000.00	\$ 600,000.00	\$ 384,804.16	\$ 384,804.16	\$ 303,800.00	\$ 303,800.00	\$ 203,044.00	\$ 203,044.00	\$ 303,446.67	\$ 303,446.67
79.	Railroad Flagger	5	DAY	\$ 1,200.00	\$ 6,000	\$ 2,000.00	\$ 10,000.00	\$ 2,052.70	\$ 10,263.50	\$ 3,230.00	\$ 16,150.00	\$ 1,385.00	\$ 6,925.00	\$ 2,669.89	\$ 13,349.45
				Total	\$ 1,758,567	\$ 4,065,361.58	\$ 3,066,247.60	\$ 2,614,168.74	\$ 2,387,408.05	\$ 2,437,733.54					

SCHEDULE B: WATER SERVICE IMPROVEMENTS

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID
1.	Mobilization, Permits, Bonds and Insurance	1	LS	\$ 11,116.18	\$ 11,116	\$ 14,000.00	\$ 14,000.00	\$ 10,314.86	\$ 10,314.86	\$ 10,000.00	\$ 10,000.00	\$ 15,711.00	\$ 15,711.00	\$ 1,985.31	\$ 1,985.31
2.	SWPPP Maintenance Allowance	1	LS	\$ 3,000.00	\$ 3,000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
3.	Install Silt Fence	170	LF	\$ 5.00	\$ 850	\$ 3.20	\$ 544.00	\$ 3.84	\$ 652.80	\$ 3.60	\$ 612.00	\$ 4.00	\$ 680.00	\$ 4.40	\$ 748.00
4.	Remove Silt Fence	170	LF	\$ 2.00	\$ 340	\$ 0.54	\$ 91.80	\$ 0.90	\$ 153.00	\$ 0.84	\$ 142.80	\$ 2.00	\$ 340.00	\$ 1.03	\$ 175.10
5.	Remove Topsoil	667	SY	\$ 4.00	\$ 2,668	\$ 1.74	\$ 1,160.58	\$ 0.44	\$ 293.48	\$ 1.55	\$ 1,033.85	\$ 2.00	\$ 1,334.00	\$ 1.22	\$ 813.74
6.	Place Topsoil	667	SY	\$ 4.00	\$ 2,668	\$ 1.74	\$ 1,160.58	\$ 0.61	\$ 406.87	\$ 1.55	\$ 1,033.85	\$ 3.00	\$ 2,001.00	\$ 1.22	\$ 813.74
7.	Install Seeding - Type B	667	SY	\$ 0.45	\$ 300	\$ 0.65	\$ 433.55	\$ 0.48	\$ 320.16	\$ 0.45	\$ 300.15	\$ 1.00	\$ 667.00	\$ 0.55	\$ 366.85
8.	Install Rolled Erosion Control, Type I	667	SY	\$ 3.50	\$ 2,335	\$ 1.50	\$ 1,000.50	\$ 1.44	\$ 960.48	\$ 1.35	\$ 900.45	\$ 2.00	\$ 1,334.00	\$ 1.64	\$ 1,093.88
9.	Construct 3" Copper Type "K" Pipe	652	LF	\$ 150.00	\$ 97,800	\$ 133.00	\$ 86,716.00	\$ 84.43	\$ 55,048.36	\$ 88.65	\$ 57,799.80	\$ 154.00	\$ 100,408.00	\$ 121.71	\$ 79,354.92
10.	Bore and Jack 6" Steel Casing	235	LF	\$ 450.00	\$ 105,750	\$ 664.00	\$ 156,040.00	\$ 571.82	\$ 134,377.70	\$ 529.00	\$ 124,315.00	\$ 621.00	\$ 145,935.00	\$ 708.27	\$ 166,443.45
11.	Construct 3" 90 Degree Bend	3	EA	\$ 200.00	\$ 600	\$ 1,275.00	\$ 3,825.00	\$ 173.58	\$ 520.74	\$ 254.00	\$ 762.00	\$ 2,029.00	\$ 6,087.00	\$ 508.28	\$ 1,524.84
12.	Construct 3" 11.25 Degree Bend	2	EA	\$ 175.00	\$ 350	\$ 1,275.00	\$ 2,550.00	\$ 173.72	\$ 347.44	\$ 248.00	\$ 496.00	\$ 271.00	\$ 542.00	\$ 536.19	\$ 1,072.38
13.	Construct 4" x 3" Reducer	1	EA	\$ 300.00	\$ 300	\$ 797.00	\$ 797.00	\$ 220.05	\$ 220.05	\$ 866.00	\$ 866.00	\$ 1,286.00	\$ 1,286.00	\$ 1,003.69	\$ 1,003.69
14.	Install Temporary Cap	1	EA	\$ 300.00	\$ 300	\$ 797.00	\$ 797.00	\$ 158.46	\$ 158.46	\$ 228.00	\$ 228.00	\$ 316.00	\$ 316.00	\$ 219.69	\$ 219.69
15.	Construct 3" Ball Valve and Manhole	2	EA	\$ 1,000.00	\$ 2,000	\$ 11,150.00	\$ 22,300.00	\$ 8,303.79	\$ 16,607.58	\$ 8,425.00	\$ 16,850.00	\$ 9,685.10	\$ 19,370.20	\$ 8,021.41	\$ 16,042.82
16.	8" x 4" Water Main Tap by MUD	1	EA	\$ 3,063.00	\$ 3,063	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00	\$ 3,063.00
				Subtotal Schedule B Construction	\$ 233,440	\$ 297,479.01	\$ 226,444.98	\$ 221,402.90	\$ 302,074.20	\$ 277,721.41					
				TOTAL BID	\$ 1,992,007	\$ 4,362,840.59	\$ 3,292,692.58	\$ 2,835,571.64	\$ 2,689,482.25	\$ 2,715,454.95					
				% Difference from Engineers Estimate		74.61%	49.22%	34.95%	29.80%	30.74%					
				% Difference between High & Low		47.46%	20.17%	5.29%		0.96%					

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		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:

HVAC unit replacement

SYNOPSIS/BACKGROUND:

Replacing the HVAC unit on the roof top of District 1 fire station located at 211 West 22nd Ave.

FISCAL IMPACT: \$45,978.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HELM	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: Replace Dist 1 fire roof top HVAC unit	CIP PROJECT NUMBER: CIPBM25(09)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER: 10-13-7030	

RECOMMENDATION:

To approve the purchase of the roof top HVAC unit for Dist. 1 fire station.

ATTACHMENTS:

1. Project proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Williams
[Signature]
[Signature]



PROJECT PROPOSAL

Company

Helm Service
2618 South 156th Circle
Omaha, NE 68130
Ph: 402-981-8427

Proposal Date: 12/26/2024
Proposal Number: P06171

Bill To Identity

BELLEVUE FIRE DEPARTMENT - DISTRICT #1
211 WEST 22ND AVE
OMAHA, NE 68005
Tracy Niemier

Agreement Location

BELLEVUE FIRE DEPARTMENT - DISTRICT #1
211 WEST 22ND AVE
OMAHA, NE 68005
Tracy Niemier

RE: Revised-Bellevue Fire Department-RTU Replacement-District One-Replace RTU

Dear Tracy,
Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you receive the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Inclusions, our scope of included work is as follows:

- Straight time labor
• Freight
• Taxes
• Factory shipping crates for maximum equipment protection
• Mobilization of manpower, tools, and equipment to the jobsite
• Daily coordination of project tasks and safety with onsite staff
• Furnish and install Gas Heat Packaged Rooftop Unit
o Standard Packaging
o 15T Sun Choice R410A Gas/Elect 208/3 DOWNFLOW -VFD
o Sun Choice Hail Guards 15 - 17.5 Ton
o Downflow Economizer SSE for both AV15 AV18 & AV20
o Barometric Relief Damper All Sun Choice
o Curb Adapter + CDI Measurement
• Startup and commissioning of new equipment
• Crane rental
• Electrical sub-contractor to unhook and reconnect electrical with modifications only
• Permit / Inspection Fees, if applicable
• Cleanup of our own work
• Haul away and dispose of old equipment per EPA regulations
• Demobilization of manpower, tools, and equipment from the jobsite
o NOTE-Per building code a permanent guard rail needs to be installed along the edge of the roof for this project to be completed, the price for the guard rail is not included in the proposal
o NOTE-System may need air balanced after new install is completed, that price is not included in this proposal

Our BASE price to install the scope of work as outlined above is \$45,978.00
FORTY-FIVE THOUSAND NINE HUNDRED SEVENTY-EIGHT (DOLLARS)



Clarifications:

- Work to be performed during normal working hours of 7:00am thru 4:30pm, Monday thru Friday.
- The proposal is valid for 30 days.

Exclusions, Scope of work DOES NOT include the following:

- Overtime
- Any work not specifically listed within our inclusions
- Holiday pay or double time
- Any shift work
- Engineering
- Performance and payment bond
- Any dumpsters
- Electrical Subcontractor - Helm Service will perform electrical disconnect and reconnect services only. If any electrical upgrades are required, Helm will coordinate the work with the customer at an additional cost. These services may include but are not limited to wire replacements, breaker replacements, fuse replacements, or increased conduit sizes
- Control subcontractor
- Steel subcontractor or any repairs to the existing steel building or structure
- General construction subcontractor or any general construction services
- Fire protection subcontractor or work with any fire protection devices
- Roofing subcontractor or work with any roofs or roofing materials
- Air balancing subcontractor or any associated air balancing work
- Work with any site utilities
- Temporary cooling or heating systems
- Temporary facilities
- Liquidated damages

Thank you again for your consideration of our proposal. Please do not hesitate to contact me direct should you have any additional questions or comments.

Respectfully,

Todd Maslo

Service Project Manager |Helm Service

402-981-8427 cell

tmaslo@helmgroupp.com



Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Todd Maslo

Signature (Authorized Representative)

Todd Maslo

Name (Print/ Type)

402-981-8427

Phone

1/30/2024

P06171

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



HELM SERVICE PROJECT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Helm Service until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment.
3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract.
5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 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:

Replace a heat pump at 1510 Wall St.

SYNOPSIS/BACKGROUND:

This is one of three heat pump replacements scheduled for the 1510 Wall St. Building. The cost is covered in the CIPBM25(5) budget.

FISCAL IMPACT: \$10,525.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: CERRIS Systems 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: REPLACE 3 HEAT PUMPS 1510 WALL ST. CIP PROJECT NUMBER: CIPBM25(5)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-13-7030

RECOMMENDATION:

Approve the work to be done for the WSHP #B1088 unit replacement at 1510 Wall St.

ATTACHMENTS:

1. Proposed project agreement 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Miller
[Signature]
[Signature]



City of Bellevue

| Proposed Project Agreement

WSHP #B1088 UNIT REPLACEMENT

DATE:

12/23/2024

PROPOSAL NUMBER:

P09455

PREPARED FOR:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

PREPARED BY:

Aaron Ueckert
402-306-7385
aueckert@cerris.com



Project Proposal

Company
Cerris Systems North Central, Inc.
9751 S 142nd St
Omaha, NE 68138
Ph: 402-306-7385

Proposal Date: 12/23/2024
Proposal Number: P09455

Bill To Identity	Agreement Location
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Tracy Niemier tracy.niemier@bellevue.net	City of Bellevue 1500 Wall Street Bellevue, NE 68005 Tracy Niemier tracy.niemier@bellevue.net

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work: UNIT# B1088

1. Shut heat pump down and disconnect
2. Remove old TRANE heat pump
3. Install new Daikin 1.5-ton heat pump 265V 1-Phase Left Hand Return
4. Re-use existing hoses
5. Reconnect electrical
6. Reconnect thermostat
7. Reconnect duct work
8. Start up and check operation



Our proposal is also based on the following *exclusions*:

1. Any work outside of the above-described scope.
2. Drywall / Ceiling work including removal, replacement, patching and painting.
3. Refrigerant monitoring system.
4. Electrical work, including heat trace, line voltage for controls, wiring for medical gas system, fuses, heaters, starters, disconnects, or interconnecting wiring of equipment furnished, unless specifically noted.
5. Temperature controls, low voltage wiring or building automation system work.
6. Trash removal or haul off (place in a contractor supplied dumpster).
7. Overtime or shift work.
8. Allowances or contingency
9. Bond Premium – add 1% for performance and payment bond if required

Cerris Systems price for SCOPE above is \$10,525.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.



Signature for Proposal Number - P09455

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Aaron Ueckert

Signature (Authorized Representative)

Signature (Authorized Representative)

Aaron Ueckert

Name (Print/ Type)

Name (Print/ Type)

402-306-7385

Phone

Title

12/23/2024

Date

Date PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Contractor may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services.

7. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
9. Cerris Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Cerris' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Cerris Systems.
10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
17. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.
18. If paying with credit card a 3% surcharge will be added to the total project price.

**ADDITIONAL SERVICES:
Limits of Liability**

1. Cerris Systems will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.
2. The Inspection Maintenance Agreement shall in no way bind Cerris Systems to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.
3. Cerris Systems shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.
4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
1/21/2025

COUNCIL MEETING DATE: January 21, 2025		SUBMITTED BY: Dave Goedeken - Public Works	
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 250101: BM 25(6) Rebuild Detention Cell 1500 Wall Street

SYNOPSIS/BACKGROUND:

Benesch will provide professional design services to assist the City of Bellevue with rebuilding of the detention cell located in front of the 1500 Wall St. building driveway entrance.

FISCAL IMPACT?: \$5,970 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes <input type="checkbox"/>	COUNTER-PARTY: Benesch <input type="checkbox"/>	INTERLOCAL AGREEMENT: NO <input type="checkbox"/>
CONTRACT DESCRIPTION: Rebuild Detention Cell 1500 Wall Street		
CONTRACT EFFECTIVE DATE: <input type="checkbox"/>	CONTRACT TERM: <input type="checkbox"/>	CONTRACT END DATE: <input type="checkbox"/>
PROJECT NAME: BM 25(6) Rebuild Detention Cell 1500 Wall Street		
START DATE: <input type="checkbox"/>	END DATE: <input type="checkbox"/>	PAYMENT DATE: <input type="checkbox"/>
INSURANCE REQUIRED: NO <input type="checkbox"/>		
CIP PROJECT NAME: BM 25(06) <input type="checkbox"/>	CIP PROJECT NAME: Rebuild Detention Cell 1500 Wall Street <input type="checkbox"/>	
STREET DISTRICT NAME (S): <input type="checkbox"/>	STREET DISTRICT NUMBER (S): <input type="checkbox"/>	
ACCOUNTING DISTRIBUTION CODE: 7030 <input type="checkbox"/>	ACCOUNT NUMBER: <input type="checkbox"/>	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional services agreement between the City of Bellevue and Benesch & Company in the amount not to exceed \$5,970 for design professional services.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Phillips
[Signature]
[Signature]



December 10, 2024

John Krager, Manager of Engineering Services
City of Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

**REFERENCE: Proposal for Preliminary Design Services
 Bioretention Garden Improvements**

Dear John:

In accordance with your request, Benesch is providing this proposal to provide preliminary design services for the existing bioretention garden near the southeast corner of the Bellevue Public Works parking lot at 1510 Wall Street in Bellevue, Nebraska. Based on our initial conversation, it is our understanding that the bioretention garden is not performing to the City’s expectations. As part of this project, Benesch will provide preliminary design drawings indicating proposed solutions to help alleviate current concerns. The design drawings and information to be provided will be schematic in nature and are intended to provide the City with information they can use to develop final design and bid documents in-house with City staff.

Attached is our Scope of Services and Fee Estimate for this project. We propose to establish a Not-to-Exceed fee limit of **\$5,970.00**, including expenses and travel costs, for these preliminary design services. Labor provided under this proposal shall be compensated based upon actual direct labor costs plus overhead and 12% profit. Direct expenses shall be reimbursed at cost or established industry standard rates (e.g., IRS rate for mileage). It is mutually agreed, the total scope of services is limited to those services requested that may be performed within the budget estimated above unless additional fee is authorized. Terms and conditions shall be in accordance with Benesch’s Standard Terms and Conditions, attached.

Benesch appreciates the opportunity to present this proposal. If this proposal is acceptable, please provide written authorization for Benesch to provide services as outlined above. Please contact us at your convenience if any clarification or additional information is required or if other services not listed may be required.

Sincerely,

Jeffery A. Sockel, P.E.

Sr. Vice President – Omaha Division Manager

Accepted by:

Signature

Date

Printed Name

ATTACHMENT

Scope of Services

Bioretention Garden - Preliminary Design Services

City of Bellevue, Nebraska

This scope of services includes preliminary design services for proposed improvements to the existing bioretention garden located near the southeast corner of the Bellevue Public Works parking lot at 1510 Wall Street in Bellevue, Nebraska. Based on discussions with the City, the existing bioretention garden has not been performing as expected, resulting in several issues including erosion of pavement shoulders, stormwater overtopping the bioretention garden and loss of plant material.

The Consultant will prepare schematic design drawings indicating proposed improvements to the bioretention garden to help alleviate these current concerns. The schematic design drawings will be completed in hand sketch format and will include plan drawings, cross-sections and notes describing the proposed improvements. Final design drawings and bid documents will be prepared internally by City staff.

Preliminary Design:

1.1 Kick-off Meeting. The Consultant will participate in a kick-off meeting to discuss the City's concerns regarding the bioretention garden and review the City's design goals and landscape requirements. The Consultant will visit the project site with City representatives to observe existing conditions.

Deliverable: Summary email of meeting discussion

1.2 Base Map Preparation. The Consultant will develop a base map for the project site using an electronic file of the topographic survey and original design files to be provided by the City in AutoCAD 2023 format.

1.3 Prepare Schematic Design Concepts. The Consultant will prepare schematic design drawings in hand sketch format indicating proposed improvements to the bioretention garden. The Consultant will provide additional hand-drawn details, sections and notes as needed to help convey the proposed solutions.

Deliverable: PDF files of hand-drawn concept sketches

1.4 Preliminary Design Review Meeting. The Consultant will participate in a meeting with the City to review and discuss the schematic design drawings.

Deliverable: Meeting notes

1.5 Revised Schematic Design Drawings. The Consultant will refine the schematic design concepts based on comments received from the City at the preliminary design review meeting. The Consultant will provide additional notation to help convey the design solutions. A plant palette will be prepared to provide the City with a list of plant material suitable for use within the bioretention garden. The Consultant will provide a PDF of the revised drawings to the City and will hold a virtual meeting to discuss the refinements.

Deliverable: PDF file of revised schematic design drawings

Excluded Services:

Topographic survey

Final design and construction documents

Hydrologic analysis or studies

Construction cost estimate

Professional Services Fee and Estimated Reimbursable Expenses Summary

City of Bellevue

Bioretention Garden - Preliminary Design Services

Bellevue, Nebraska

Date: December 10, 2024

Scope of Services	Senior PM	Intern LA	Total
Preliminary Design:			
1.1 Kick-Off Meeting	2		
1.2 Base Map Preparation	2	3	
1.3 Preliminary Schematic Design Concepts	12		
1.4 Preliminary Design Review Meeting	2		
1.5 Revised Schematic Design Drawings	8	2	
Total Hours	26	5	
x Hourly Rate	\$210	\$102	
Subtotal	\$5,460	\$510	
TOTAL HOURLY NOT TO EXCEED FEE			\$5,970



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		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:

SEI Installation of Camera System to the Fleet Maintenance Building

SYNOPSIS/BACKGROUND:

SEI to provide and install video surveillance system for the Fleet Department. All SEI equipment is covered with SEI Gold Maintenance Extended Care. Deposit due in advance is 50%, (\$13,922.66) and the other 50% (\$13,922.66) will be due upon completion of the installation which will bring the camera installation to a total of \$27,845.32.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the SEI proposal for the installation of camera system not to exceed the amount of \$27,845.32 at the Fleet Department.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







Your Safety Is Our Business
secure • monitor • connect

City of Bellevue-City Hall

Fleet Maintenance Camera System

79686-7-0
Dated: 12/30/2024

Prepared for:
Todd Jarosz

Customer: City of Bellevue-City Hall

Site: 2012 Betz Road
Bellevue, NE, 68005

Contact: Todd Jarosz | 402-293-3129 | todd.jarosz@bellevue.net



Proposal #: 79686-7
Dated: 12/30/20:

Fleet Maintenance Camera System

Scope of Work

SEI to provide and install the following video surveillance system.

The interior shop bays will have 2 fisheye 12MP cameras.

The west and east sides of the building will be covered with two 20MP MultiView Cameras.

The south end of the building will be covered by single, 5MP camera.

The north end of the building will be covered by single, 5MP camera.

SEI will provide the one rack mounted, video management server.

This server is configured for future 30% additional camera space.

Customer to provide the required POE switches.

Customer to provide man lift for SEI camera installation as needed.

All SEI provided equipment is covered with SEI Gold Maintenance Extended Care

SEi Extended Care – Gold Coverage

SEi Extended Care Protection provides Customers maintenance coverage Monday - Friday, 8:00 AM - 5:00 PM (excluding SEi holidays). This agreement includes equipment replacement* and loaner equipment, if needed. On-site maintenance service does not include electrical work external to the equipment, repair or damage or replacement parts resulting from failure of electrical power or air conditioning, catastrophe or other "acts of God" such as lightning, accident, neglect, vandalism, misuse of equipment, unauthorized modifications or repair of the equipment by the customer or his agent, replacement of equipment that has reached end of life, services requested outside of the hours and days listed above, relocation or reinstallation of equipment.

* Some exclusions do apply

Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide all conduit, back boxes, and 120 VAC power as required
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Customer to provide client work stations that meet the manufactures minimum requirements
- Customer to provide wall or rack space for equipment as required
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- No integration to any other system is included in this proposal
- Proposal does not include any project submittals, shop drawings, as-built drawings, or O&M manuals
- No fiber optic cable or connectors are included in this price
- No permits or bonds are included in this price

Customer: City of Bellevue-City Hall

Site: 2012 Betz Road
Bellevue, NE, 68005

Contact: Todd Jarosz | 402-293-3129 | todd.jarosz@bellevue.net



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79686-7
Dated: 12/30/20

- SEi has excluded sales tax in the proposal given.
A 50% down payment will be required by SEi prior to our ordering equipment.

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City of Bellevue-City Hall

Site: 2012 Betz Road
Bellevue, NE, 68005

Contact: Todd Jarosz | 402-293-3129 | todd.jarosz@bellevue.net



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79686-7
Dated: 12/30/20

Schedule of Protection

Estimate

QTY	Description
2	20MP Multidirectional Camera with IR
2	Pendant Cap for Multisensor Camera
2	Wall Mount
2	Corner Bracket
6	Symmetry CompleteView 20/20 Pro – 1 IP camera lice
900	Cat6 Plenum Non Shielded White Wire
6	Three Year Software Maintenance agreement for CompleteView Pro- per camera license
2	5MP Outdoor Vandal Resistant Fixed Dome IR WDR IP Camera, 3-8mm Varifocal Lens, White
2	Axis 12MP Indoor Panoramic
2	Swivel Mount for Telescoping Camera Poles
2	Camera Mounting Bracket
2	Pendant Kit / Ceiling Mount
2	1½" NPS female male threads to a Telescoping Ceili
1	(1) Xeon E-2324G - (2) 8GB DDR4 RAM - (1) 480GB SSD SATA 2.5in - (2) 1GbE RJ45 - NO Raid Controller - (1) 450W PSU - Windows Server 2022
1	Enterprise 24TB SATA 3.5 Hard Drive
1	Microsoft Windows 11 Pro Operating System

Investment Summary

Deposit Due in Advance	\$13,922.66
Balance Due Upon Completion	\$13,922.66
Monthly Recurring	\$189.20
Total Proposal Amount	\$27,845.32

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Commercial Installation and Service Agreement

THIS AGREEMENT is made December 30, 2024, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue-City Hall ("Subscriber"). Location of Customer's premises 2012 Betz Road, Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide (PMA Maintenance, Commercial Gold CCTV Maintenance) of the equipment specified on "**Schedule of Protection / Scope of Work**" (all service offerings selected are collectively, "**Services**"), which is incorporated herein by reference.

Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Subscriber agrees to pay Company the sum of \$27,845.32, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by electronic funds transfer ("EFT") cash, check or money order credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

Recurring Charges:

Subscriber agrees to pay Company the sum of \$189.20, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid annually for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEI invoices and statements by Electronic Delivery.



IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEI

Submitted By: Robb Walker
Approved By: _____
Date: _____

City of Bellevue-City Hall
Signature: Todd Jarosz
Date: 1-7-2025
Print Name: Todd Jarosz
Title: Fleet Superintendent
Email: todd.jarosz@bellevue.net

Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: 

6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: 

11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Initials: 

Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. Repair; Inspection; Maintenance; Takeover Systems.

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: 

18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: 

23. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. Company Duty Concerning Property of Others. Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. Contractual Limitation of Actions. All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: 

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: 

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: 



48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**
NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: _____

Handwritten initials in blue ink, appearing to be 'JF', written over a horizontal line.

Legend	
Description	Quantity
◦ 5MP Interior Fisheye Dome Camera	2
⊗ 270° Fixed Camera	2
⊖ Exterior Fixed Dome Camera	2
⊠ NVR	1



SPBenson Fleet Maintenance Facility

NVR
POE SWITCH

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16m.
1/21/2025

COUNCIL MEETING DATE: January 21, 2025		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:

CIPST 25(07) BPW240124 - M146(271B) Whitted Creek Stream Rehabilitation - Midwest ROW Temp Easement Acquisition

SYNOPSIS/BACKGROUND:

Midwest ROW will provide professional services to assist the City of Bellevue in acquiring temporary easement for the Whitted Creek Stream Rehabilitation project from 25th and Lynnwood Dr to Greenwald St.

FISCAL IMPACT: \$104,475 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: MidWest ROW INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW240124 - M146(271B) Whitted Creek Stream Rehabilitation - Midwest ROW Temp Easement Acquisition

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: M146(271B) Whitted Creek Stream Rehabilitation - Midwest ROW Temp Easement Acquisition

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NAME: CIPST25(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and MidWest ROW in the amount of \$104,475.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel J. Willis
[Signature]
[Signature]

December 30, 2024



MIDWEST

R | O | W

**MIDWEST
RIGHT OF WAY
SERVICES**

City of Bellevue, Nebraska

**Whitted Creek Stream
Rehabilitation Project**

John Borgmeyer

john.borgmeyer@midwestrow.com

13425 A Street

Omaha, Nebraska 68144

402-955-2900



MIDWEST
R | O | W

PROPOSAL FOR SERVICES
City of Bellevue, Nebraska
Whitted Creek Stream Rehabilitation Project

John Krager III, PE
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005

PROJECT UNDERSTANDING

This project involves the acquisition of temporary easements from twenty-one (21) tracts of land for the Whitted Creek Stream Rehabilitation Project. The project is located in the area of South 25th Street, Lynnwood Drive – Whitted Drive in Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

TITLE SEARCHES

Title searches will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to the City of Bellevue at no additional cost.

WAIVER VALUATIONS and JUST COMPENSATION

This task involves the preparation of twenty-one (21) waiver valuation which will help the City of Bellevue to determine values for the easement(s) to be acquired. Midwest Right of Way Services agent will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessor data, and provide the report to the City of Bellevue so that they can determine the just compensation.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2024	\$ 0.67

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

RIGHT OF WAY SERVICES

Project Management	21	Tracts @	\$ 300.00	each =	\$ 6,300.00
Negotiation Services	21	Tracts @	\$ 3,750.00	each =	\$ 78,750.00
Administrative Services	21	Tracts @	\$ 225.00	each =	\$ 4,725.00
Title Services	21	Tracts @	\$ 200.00	each =	\$ 4,200.00
Waiver Valuations	21	Tracts @	\$ 500.00	each =	\$ 10,500.00

Total Right of Way Costs:	\$ 104,475.00
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If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16n.
1/21/2025

COUNCIL MEETING DATE: January 21, 2025		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:

JEO Consulting Group and Toole Design propose a Scope of Services plan for the Public Works Department

SYNOPSIS/BACKGROUND:

City of Bellevue, Public Works Department intends to develop a forward-looking plan that establishes a clear framework for operational excellence, succession planning, and future visioning. The plan will serve as a practical tool to guide daily operations, enable decision-making and ensure the department adapts to emerging needs and priorities.

FISCAL IMPACT?: \$99,850.00 BUDGETED FUNDS?: YES/ CIPPW25(01) GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO Consulting Group INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Strategic Plan Consulting for Public Works Department

START DATE: 01/22/2025 END DATE: 12/31/2025 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: Strategic Plan Consulting CIP PROJECT NUMBER: CIPPW25(01)

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 JEO Consulting Group in an amount not to exceed \$99,850.00.

ATTACHMENTS:

- Agreement
- Exhibit A & B
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by Client ("Effective Date") between City of Bellevue Nebraska Public Works Department ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Public Works Department Strategic Planning ("Project").

JEO Project Number: 242536.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$99,850.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. 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 – 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 Client and JEO 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.

Client: _____

JEO Consulting Group, Inc.

Andrea Gebhart

By: _____

By: **Andrea Gebhart**

Title: _____

Title: **Planning & Engagement Dept. Leader**

Date Signed: _____

Date Signed: **January 14, 2025**

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

11213 Davenport St, Suite 200

Omaha, NE 68154

SCOPE OF SERVICES

City of Bellevue, Nebraska
Public Works Department Strategic Planning
JEO Project Number: 242536.00

Project Overview

The City of Bellevue, Nebraska, intends to develop a forward-looking strategic plan for the Public Works Department that establishes a clear framework for operational excellence, succession planning, and future visioning. The plan will serve as a practical tool to guide daily operations, enable informed decision-making, and ensure the department adapts to emerging needs and priorities.

Scope of Services

JEO Consulting Group and Toole Design propose the following Scope of Services.

1. Project Kickoff, Planning, and Management

The Consultant will maintain regular communication with Bellevue Public Works Department about project progress, such as schedule, milestones, and budget. This includes:

- Project kick-off meeting;
- Monthly progress meeting;
- Monthly billings.

Task 1 Deliverables

- Agendas and notes from kickoff and progress meetings
- Monthly billings

2. Discovery & Current State Assessment

The Consultant will work with Bellevue Public Works Department staff to understand current operations, identify gaps, and assess opportunities for improvement. The following activities are anticipated:

- A. Conduct up to 16 one-on-one interviews with department heads and key staff to gather insights on current operations, pain points, and priorities.
- B. Develop, distribute, and review responses to an online survey sent to department/frontline staff. It is anticipated the survey would be open for three weeks.
- C. Conduct a high-level media analysis of the Department to understand the type and impact of media coverage on Public Works projects.
- D. Assess existing documentation (e.g., SOPs, manuals) and identify key processes that would benefit from formalization.
- E. Review the city's existing master plans (e.g., Parks Master Plan) to identify connections and opportunities for alignment.
- F. Inventory and assess the use of data systems and GIS to identify areas for improvement.

Task 2 Deliverables

- Summary report of department staff interviews and survey findings.
- Summary report of findings from the media analysis.
- Inventory of existing documentation, highlighting gaps and opportunities for formalization.
- Alignment matrix summarizing connections between the Public Works Department and city master plans.
- Assessment report detailing current data systems and GIS use, with recommendations for improvement.

Task 2 Assumptions

- Department staff will assist in scheduling one-on-one interviews.
- Department leadership will share the online survey with staff.

3. SOP Development & Documentation

The Consultant will work with Bellevue Public Works Department staff to aggregate, update, document, and formalize existing operational procedures to ensure clarity, consistency, and accessibility. The following activities are anticipated:

- A. Review existing SOPs to assess completeness, relevance, and accuracy.
- B. Collaborate with department heads and staff to document key operational procedures, including those that may exist informally.
- C. Ensure SOPs are aligned with strategic plan goals and support succession planning efforts.

Task 3 Deliverables

- Assessment report of existing SOPs, highlighting gaps and recommendations.
- Updated and formalized operational SOPs for critical processes.

Task 3 Assumptions

- Bellevue Public Works Department staff will be available to collaborate on SOP content development and provide access to existing documentation.

4. Visioning & Strategic Planning

The Consultant will support Bellevue Public Works Department staff in establishing a clear, forward-looking vision for the department. The following activities are anticipated:

- A. Facilitate a strategic visioning workshop with department staff to identify priorities, craft a cohesive vision, and establish a timeline for implementation.
- B. Synthesize workshop outcomes into actionable vision statements for key focus areas, such as facilities, service delivery, and technology (e.g., GIS use).
- C. Document actionable priorities and strategies for each of the key focus areas, categorized into short-term, mid-term, and long-term implementation goals to ensure clarity and feasibility in execution.

Task 4 Deliverables

- Summary report from the strategic visioning workshop, including key themes, actionable vision statements, and identified priorities.

Task 4 Assumptions

- Visioning workshop to be either full day workshop or half-day workshop with participant pre-work.
- Department leadership will assist in identifying key stakeholders for involvement in the visioning process and workshop.

5. Strategic Plan & Annual Report

The Consultant will work with Bellevue Public Works Department staff to create a comprehensive strategic plan and establish an annual reporting framework. The following activities are anticipated:

- A. Develop a comprehensive strategic plan document that includes:
 - Vision, mission, and guiding principles.
 - Short-term and long-term goals.
 - Actionable objectives and performance measures.
- B. Design an annual report template, allowing for year-to-year updates and periodic overhauls every five years.
- C. Develop the 2025 Annual Report as an example of the new framework's application.

Task 5 Deliverables

- Strategic plan document
- 2025 Annual Report
- Annual report template

Task 5 Assumptions

- Up to two rounds of review for final strategic plan document.

Project Fee

The Consultant proposes to perform the described services for an hourly not-to-exceed fee as outlined in the fee schedule below:

Project Tasks		Total Fee
1	Project Kickoff, Planning, and Management	\$11,685.00
2	Discovery & Current State Assessment	\$22,140.00
3	SOP Development & Documentation	\$26,420.00
4	Visioning & Strategic Planning	\$17,965.00
5	Strategic Plan & Annual Report	\$21,640.00
	Total	\$99,850.00

Budget may be re-distributed among tasks, with approval by the Bellevue Public Works Department, so long as the total fee amount does not change.

Project Schedule

Anticipated notice to proceed: January 22, 2025

Anticipated completion of project activities: October 31, 2025

The Consultant will work with Bellevue Public Works Department to develop and maintain a schedule of project milestones. The preliminary schedule is as follows:

- **February:** Project kickoff with department heads.
- **February - March:** Task 2 - Discovery and current state assessment (interviews, document review, process mapping).
- **April - June:** Task 3 - SOP Development & Documentation.
- **June - August:** Task 4 - Visioning and strategic planning workshops.
- **August - September:** Task 5 - Development of strategic plan, SOPs, and reporting templates.
- **October:** Finalize strategic plan and SOPs; rollout and handoff to Public Works leadership.

JEO CONSULTING GROUP INC. ■ JEO ARCHITECTURE INC.
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO'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, JEO'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 JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client 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. Client 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 client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO 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 JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client 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 client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO 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 client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. 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. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO 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 JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

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 JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client 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 JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO'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.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO'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.

i. The client shall reimburse JEO for any additional limits or coverages that the client 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, JEO shall be compensated by client 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 JEO 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.

JEO CONSULTING ENGINEERS ■ JEO REGISTERED ENGINEERS

GENERAL CONDITIONS

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 client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO 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 client nor JEO 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 client or JEO 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 client and JEO 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 JEO'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 client and JEO, 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: JEO declares, promises, and warrants that it has 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.) 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. JEO shall require the same of their subconsultants.

18. E-VERIFY: JEO 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.

19. WAIVER OF CONSEQUENTIAL DAMAGES:

Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 21, 2025		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:

Closing of Project: BPW 210311 Bellevue Public Library Renovation at 2206 Longo Drive

SYNOPSIS/BACKGROUND:

On May 2, 2023 The Mayor and City Council approved the Bellevue Public Library Renovation at 2206 Longo Drive contract for Rogge General Contractors in an original estimated cost not to exceed \$3,545,300.00. The final cost of the project is \$3,340,448.00. There were change orders to Rogges for additional add ons.

FISCAL IMPACT: \$301,278.86 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Rogge General Contractors INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW210311 LIB Bellevue Public Library Renovation

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Public Library Renovation

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

CIP PROJECT NAME: CIPLI24(1) CIP PROJECT NUMBER: Bellevue Public Library Renovation

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Final Payment to Rogge Construction in the amount of \$167,522. And accept the final project cost of \$3,340,448.00.

ATTACHMENTS:

- Final Cert. for Payment No. 17
- Certificate of Acceptance
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over lines]

AIA® Document G702™ – 1992



OK TO PAY

DEC 18 2024

Application and Certificate for Payment

TO OWNER: City of Bellevue, Nebraska
 1510 Wall Street
 Bellevue, NE 68005

PROJECT: Bellevue Library

APPLICATION NO.: 17
PERIOD TO: 11/30/2024

FROM CONTRACTOR: Rogge General Contractors Inc. VIA ARCHITECT:
 6101 S. 58th St., Ste. A
 Lincoln, NE 68516

CONTRACT FOR: OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT DATE: _____

PROJECT NOS: 23003 / _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,223,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	117,448.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	3,340,448.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,340,448.00
5. RETAINAGE:		
a. _____% of Completed Work (Columns D + E on G703)	\$	_____
b. _____% of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	3,340,448.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,172,925.60
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	167,522.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 120,631.00	\$ -3,183.00
Total approved this month	\$	\$
TOTAL	\$ 120,631.00	\$ -3,183.00
NET CHANGES by Change Order	\$ 120,631.00	\$ -3,183.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rogge General Contractors Inc.

By: [Signature] Date: 12/3/24
 State of: NE

County of: Sarpy
 Subscribed and sworn to before me this 3rd day of December, 2024

Notary Public: [Signature] My commission expires: 10-10-26
 Debbie Ocken My Comm Exp Oct. 10, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 167,522.40
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Thomas J. Hysack
 By: _____ Date: _____
Digitally signed by Thomas J. Hysack
 DN: C=US, E=thysack@leoadaly.com,
 O=Leo A Daly, CN=Thomas J. Hysack
 Date: 2024.12.17 14:26:44-06'00'

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REQUEST FOR PAYMENT DETAIL

Project: 23003 / Bellevue Library

Invoice: 3909

Draw: 17

Period Ending Date: 11/30/2024

Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1-060	Mobilization	15,222.00	15,222.00			15,222.00	100.00		
1-100	General Conditions	175,752.00	175,752.00			175,752.00	100.00		
1-400	Insurance & Bond	34,021.00	34,021.00			34,021.00	100.00		
2-059	Demolition	72,405.00	72,405.00			72,405.00	100.00		
2-300	Earthwork	51,185.00	51,185.00			51,185.00	100.00		
2-584	Site Utilities	76,937.00	76,937.00			76,937.00	100.00		
2-704	Erosion Control	2,932.00	2,932.00			2,932.00	100.00		
2-750	Site Sealants	6,777.00	6,777.00			6,777.00	100.00		
2-766	Pavement Markings	2,719.00	2,719.00			2,719.00	100.00		
3-036	Concrete Reinforcing	16,425.00	16,425.00			16,425.00	100.00		
3-300	Concrete Flatwork	131,161.00	131,161.00			131,161.00	100.00		
3-302	Footings	73,578.00	73,578.00			73,578.00	100.00		
4-810	Masonry	94,900.00	94,900.00			94,900.00	100.00		
5-040	Steel Erection	49,052.00	49,052.00			49,052.00	100.00		
5-120	Structural Steel	126,576.00	126,576.00			126,576.00	100.00		
6-100	Rough Carpentry	5,865.00	5,865.00			5,865.00	100.00		
6-200	Trim Carpentry	22,393.00	22,393.00			22,393.00	100.00		
6-400	Casework	57,312.00	57,312.00			57,312.00	100.00		
7-100	Waterproofing	3,194.00	3,194.00			3,194.00	100.00		
7-500	Weather Barrier	5,332.00	5,332.00			5,332.00	100.00		
7-531	Roofing	122,538.00	122,538.00			122,538.00	100.00		
7-900	Joint Sealant	6,931.00	6,931.00			6,931.00	100.00		
8-010	Doors, Frames & Hardware	109,263.00	109,263.00			109,263.00	100.00		
8-411	Alum. Framed Storefronts	120,560.00	120,560.00			120,560.00	100.00		
9-005	Carpet/Resilient Flooring	101,783.00	101,783.00			101,783.00	100.00		
9-260	Drywall	399,881.00	399,881.00			399,881.00	100.00		
9-651	Ceramic Tile	27,405.00	27,405.00			27,405.00	100.00		
9-900	Painting	35,936.00	35,936.00			35,936.00	100.00		
10-110	Visual Display Untis	11,263.00	11,263.00			11,263.00	100.00		
10-155	Toilet Compartments	813.00	813.00			813.00	100.00		
10-431	Signage	2,303.00	2,303.00			2,303.00	100.00		
10-505	Metal Lockers	1,919.00	1,919.00			1,919.00	100.00		
10-520	Fire Extinguisher Cabinets	2,246.00	2,246.00			2,246.00	100.00		

REQUEST FOR PAYMENT DETAIL

Project: 23003 / Bellevue Library

Invoice: 3909

Draw: 17

Period Ending Date: 11/30/2024

Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10-651	Operable Wall Partition	28,178.00	28,178.00			28,178.00	100.00		
10-800	Toilet & Bath Accessories	1,276.00	1,276.00			1,276.00	100.00		
11-410	Library Equipment	2,368.00	2,368.00			2,368.00	100.00		
12-004	Solid Surface Countertops	38,477.00	38,477.00			38,477.00	100.00		
15-100	Plumbing	74,280.00	74,280.00			74,280.00	100.00		
15-500	HVAC	413,577.00	413,577.00			413,577.00	100.00		
15-900	Fire Sprinkler	80,915.00	80,915.00			80,915.00	100.00		
16-100	Electrical	617,350.00	617,350.00			617,350.00	100.00		
CO-001	Change Order 1	20,717.00	20,717.00			20,717.00	100.00		
CO-002	Change Order 2	-3,183.00	-3,183.00			-3,183.00	100.00		
CO-003	Change Order 3	29,710.00	29,710.00			29,710.00	100.00		
CO-004	Change Order 4	40,837.00	40,837.00			40,837.00	100.00		
CO-005	Change Order 5	8,433.00	8,433.00			8,433.00	100.00		
CO-006	Change Order 6	2,964.00	2,964.00			2,964.00	100.00		
CO-007	Change Order 7	3,700.00	3,700.00			3,700.00	100.00		
CO-008	Change Order 8	14,270.00	14,270.00			14,270.00	100.00		
Totals		3,340,448.00	3,340,448.00			3,340,448.00	100.00		



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City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name:	Bellevue Public Library Renovation
Project Location:	2206 Longo Drive
BPW Project No.	210311
Contractor:	Rogge General Contractors
Final Completion Date:	December 31,2024
Bid Amount:	\$3,223,000.00
Total Completion Cost:	\$3,340,447.60

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 Bellevue Public Library Renovation 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 Goedeke, PE
Public Works Director

January 14th, 2025

17.
1/21/2025

Administration:

- NC3 bi-weekly project meeting.
- United Cities meeting
- Master Service Agreement discussion with Sarpy Wastewater Agency
- Mission Avenue Streetscape planning
- Met with City Auditors.
- Agenda meetings for city Council.
- Business Improvement District discussion for Olde Town Bellevue.
- Meeting with NDE Director for water park regulatory review.
- Board of health meetings.
- Met with several Council Members for vacant property registration ordinance.
- Met with Board members of Anderson Grove cemetery for future addition.
- Code Enforcement hearings.
- Inland Port Authority meeting
- Attended Leadership Bellevue graduation.
- Prairie Hills Farm Board Meeting.
- Met with new Senator Richard Roundtree.
- Met with Councilman Casey regarding sidewalks on Bellevue Blvd.
- Met with Bellevue Chamber of Commerce for economic development.
- Heartland Marketing for Bellevue marketing program.
- Board of Equalization meeting.
- BSA Annual luncheon meeting.
- Met with Jacobs and Public Works on future plan for Whitted Creek improvements.
- Assisted Chamber in Holiday Cheer program for Offutt AFB>
- City Christmas Luncheon for employees
- Meetings with Burlington for project developments within NC3 parameters.
- Multiple planning meetings for Entertainment District development.
- Attended Eastern Nebraska Veterans Home recognition program.

Police: See (Attached)

Library: (See Attached)

Public Works: (See Attached)



Public Works Director's Report January 15, 2025

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

Public Works Administration:

- Finalized and scheduling projects in the Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park.

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, Complete.
 - 2024 Asphalt Overlay Program, Complete
 - Restroom Restoration
 - Washington Park, Under Construction, Complete
 - Stonecroft Park, Under Construction, Complete
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Winter Programs underway, registration for Winter Programs ongoing.
- Tree Trimming and Removal in misc. parks.
- Preparing Spring/Summer Recreation Brochure
- Repairing Picnic Tables

Street Maintenance:

- Tree Trimming and Removal in the Right of Ways
- ROW mowing ongoing



City of Bellevue

Public Works Department

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- Sign and signal repairs
- Winter Operations

Waste Water:

- Lift station inspections
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station Contract Awarded
 - Haworth Park Lift Station Bids have been opened awaiting award
- Preventative maintenance on vehicles and preparing for winter mode.

Fleet:

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

Building Maintenance:

- Indoor work on renovations
- Typical maintenance all city facilities.
- Securing Bid Prices on Items in 24/25 C.I.P.



Financials

The financial results for the quarter ending December 2024 shows a favorable \$6 million favorable to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). At this time, the city is expected to perform as budgeted. Here is the performance through the end of fiscal year end 2025 quarter 1:

City of Bellevue Nebraska
For the quarter ending December 31, 2024 (FYE 2025Q1)

	Quarter 1 Actual	Quarter 1 Budget	Budget Variance	Variance %	Full Year Budget
<u>Operational Revenues</u>					
Property Tax	1,783,745	2,271,753	(488,008)	-21%	39,678,824
In-Lieu Tax	15,604	12,170	3,434	28%	280,000
Sales and Use Tax	4,358,235	5,060,648	(702,413)	-14%	20,242,591
Franchise Tax	131,274	139,075	(7,801)	-6%	556,300
Occupation Taxes	232,732	97,366	135,366	139%	793,854
Lottery Tax	259,227	285,975	(26,748)	-9%	1,143,900
Permits and Licenses	840,925	407,388	433,537	106%	1,633,550
Fees	697,135	592,356	104,779	18%	2,422,125
Charges for Services	4,509,090	4,633,712	(124,622)	-3%	18,507,187
Intergovernmental	5,168,473	1,700,093	3,468,379	204%	27,930,937
All Other Operational Revenue	1,237,639	644,569	593,071	92%	3,516,646
Investment Income	705,710	414,088	291,621	70%	1,603,646
Special Assessments	0	0	0	*DIV/0!	105,000
Reimbursements	263,793	152,875	110,918	73%	1,297,500
Other	268,136	77,605	190,531	246%	510,500
Total Operational Revenues	19,234,079	15,845,105	3,388,974	21%	116,705,914
	0	0	0		
<u>Operational Expenditures</u>					
Personnel	11,477,632	11,506,732	29,100	0%	50,769,437
Department Operating	6,221,466	7,643,009	1,421,543	19%	29,884,608
Annexation	0	4,276	4,276	100%	17,103
Total Operational Expenditures	17,699,098	19,154,017	1,454,919	8%	80,671,148
Operational Net Revenue	1,534,981	(3,308,912)	4,843,893		36,034,766
<u>Other Financing Sources (Uses)</u>					
Refunding Bond Proceeds	30,007,045	30,000,000	7,045	0%	76,819,000
Refunding Bonds Paid	0	0	0	nm	(1,500,000)
Bond Proceeds	190	195	(5)	-3%	95,792
Bond & Loan Payments	(1,199,838)	(903,432)	(296,406)	33%	(13,592,967)
Capital Projects	(5,015,005)	(6,507,262)	1,492,257	-23%	(100,856,548)
TIF and Other Loans	(199,662)	(11)	(199,651)	nm	(43)
Transfers & Other	0	(214,885)	214,885	-100%	0
Total Other Financing Sources (Uses)	23,592,730	22,374,605	1,218,125	5%	(39,034,766)
Net Revenues	25,127,711	19,065,693	6,062,018	32%	(3,000,000)

Debt

The city continues to manage its debt. The bonded indebtedness of the City was \$103,190,000 at 12/31/2024.

BELLEVUE POLICE DEPARTMENT **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: November and December Directors Report

DATE: January 14, 2024



- 11/06 – City Council Meeting
- 11/08 – Chili Cook-Off
- 11/09 – Veteran’s Day Breakfast
- 11/13 – Board of Health Meeting
- 11/15 – SDLEA Graduation
- 11/18 – Mayor’s Youth Council Meeting
- 11/19 – Code Enforcement Hearings (x2)
- 11/19 – City Council Meeting
- 11/20 – Leadership Bellevue Graduation
- 11/22 – Dixon Retirement
- 12/03 – Board of Equalization and City Council meetings
- 12/04 – Boy Scouts Annual Luncheon
- 12/05 – National Policing Institute Executive Fellows Meeting
- 12/09 – SDLEA Board Meeting
 - Mayor’s Youth Council Meeting
- 12/16 – Meeting with Lt. Col. Ferguson – 55th SF
- 12/18 – Holiday Luncheon



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City of Bellevue
Library

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M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 12/31/2024

- The Ring of Flutes performed for a holiday concert hosted by the library that was free and open to the public on the evening of Dec. 16th. The group got its start as the flute section of the Papillion Area Concert Band over two decades ago and continues to perform as a flute choir.
- The library continues to serve as a collection point for the Holiday Lights recycling program of Troop #231 Boy Scouts and #231 Girl Scouts. In addition, the library has been serving as a collection point for food and personal hygiene items for the Bellevue Food Pantry through ENCAP (Eastern Nebraska Community Action Partnership).
- The Bellevue Library Foundation met on Thursday, Dec. 12. The Foundation approved a 2025 programs budget to supplement funding for children's, young adult, and adult departments activities and services. The Foundation Board also reviewed information gathered from other Nebraska libraries regarding Foundation membership, mission, structure, and fundraising, as well as information on Friends of the Library programs and their differences. The Board also discussed the Midlands Community Foundation (MCF) Matching Charitable Program that continues through Jan. 6, 2025.
- The library is having to switch its provider for the online Leisure Pass (museums, etc.) interface. As a result, there may be a disruption of service for these passes. A new vendor has been engaged, and the library is working through the process of setting up this very popular service again.
- Holiday related activities at the library included the following: Adult Age Group – Pizza and Frosty Panels craft class to create a snowman out of a wooden fence picket and enjoy pizza during the class. They also had a Making Moments: Faux Stained Glass Mosaic class and kits for crafting tea towels, hot chocolate for two, and a chocolate chip polymer clay charm; Young Adult Age Group – Babysitting Certification Course with the Nebraska Extension Service as well as Gamefest. They also had kits or pop-up events for Gingerbread Lip Scrub, Festive Lights Clip-On, Winter Holiday Headband, and Diamond painting; Children's – Holiday Tree Exhibit for which children were encouraged to assemble and decorate an 8-inch tree which were then on display at the library. They also had Holiday Craft Times on Dec. 16 and 19, wind tunnel activities, and Kids in the Kitchen: Chocolate Truffles cooking class.
- A special feature in the Children's area of the library again this year was a beautiful Santa's Mailbox shared with the library by the Patrice Rieple family. Children at the library could submit their letters to Santa and have them answered by Patrice.
- No meeting of the Bellevue Public Library Advisory Board was held in December in accordance with their bylaws. The next regular meeting will be Wednesday, Jan. 15, at 5:30 p.m.