

## Bellevue City Council Meeting

Tuesday, February 4, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Reverend Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue.
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. (\*) Acknowledge receipt of the January 15, 2025 Board of Health Minutes.
    2. (\*) Approval of the January 21, 2025 City Council Minutes.
    3. (\*) Acknowledge receipt of the January 23, 2025 Planning Commission Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. 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)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4176: Request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition and Part of the Northeast ¼ of the Southwest 1/4 north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370 . (Planning Department)
  - b. Ordinance No. 4177: Amendment to the 2023 National Electrical Code (Permits and Inspections) (**Staff request the three readings be waived, hold a public hearing at tonight's meeting and to vote tonight after public hearing**)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None
15. RESOLUTIONS:
  - a. Resolution No. 2025-03: A resolution authorizing the Mayor to sign the Project Program Agreement on the 2025 Major Street Resurfacing Project, in an amount not to exceed \$3,060,00.00 and authorize the Mayor to sign. (Public Works Director)
16. CURRENT BUSINESS:
  - a. Approve the Fifteenth Extension to the Contract with Justin Thoms for custom farming approximately 36 acres at 36th Street and Capehart Road, in an amount not to exceed \$17,750.24 and the Fifteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$14,956.88 and waive Council Policy 4 requiring solicitation of bids, goods and services costing more than \$30,000.00. (Finance Director)

b. Approve and authorize Mayor to sign the Master Agreement between the Bellevue Public Library and SirsiDynix to extend service through March 31, 2032, in an amount not to exceed annual quoted amount. (Library Director)

c. Approve and authorize signatures to the Guaranteed Maximum Price Agreement amendment to initiate surcharge grading and tree removal on the Bellevue Bay Indoor Water Park Site, in an amount not to exceed \$667,087.00. (Director of Economic and Community Development)

d. Approve and authorize the Mayor to sign the agreement with Helm Service to replace the Fire Training facility condensing unit and evaporator coil, in an amount not to exceed \$51,803.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Company to provide Professional Engineering Services for the Capehart Road Improvement Project from 27th to 36th Street, in an amount not to exceed \$228,204.00. (Public Works Director).

f. Approve and authorize the Mayor to sign the agreement with Embris Group for construction administration services for Olde Towne Sanitary Rehabilitation Project, in an amount not to exceed \$52,800.00. (Public Works Director)

g. Approve and authorize the Mayor to sign a Contract with Bobcat of Omaha to purchase (2) S770 skid loaders, in an amount not to exceed \$114,649.56. (Public Works Director)

h. Approve and authorize the Mayor to sign the Agreement with JEO Consulting Group Inc. for the Study Phase of Industrial Road Drainage Improvements, in an amount not to exceed \$82,000.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of each month - January 2025 Report is attached)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

## ***Bellevue Board of Health, January 15, 2025 Page 1***

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 2:00 p.m. on the 15<sup>th</sup> day of January, 2025. Board Members present were Mayor Hike, Assistant Chief of Police Andy Jashinske, Council President Rich Casey, and Dr. Tony Yonkers. Absent: Dr. Jeffrey Akerson. Also present was Assistant City Attorney Daniel Willis.

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.

### **Open Meetings Act**

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

### **Approval of the October 16, 2024 Board of Health Minutes**

**Motion** was made by Yonkers, seconded by Jashinske, to approve the November 13, 2024 Board of Health Minutes. Roll call vote on the motion was as follows: Hike, Jashinske and Yonkers voted yes; voting no: none; abstain: Casey; absent: Akerson. Motion carried.

### **Appeal Decision of Nebraska Humane Society on Potentially Dangerous Dog Declaration**

Mayor Hike stated the Board of Health is meeting today due to a continuation of the October 16, 2024 hearing appealing Reckless Owner Declarations by the Nebraska Humane Society (NHS).

Mayor Hike invited Mr. Steve Glandt with the Nebraska Humane Society (NHS) to come forward to give an update on the requirements met per Ordinance No. 3964.

Mr. Steve Glandt, Vice-President of Field Operations for the NE Humane Society, 8929 Fort Street, Omaha, Nebraska, was present to provide an update. He advised Ms. Amanda Siemens satisfied the requirements, pertaining to Potentially Dangerous Dog Declarations (PDD), discussed at the October 16, 2024 Board of Health Meeting. Ms. Siemens submitted all necessary documentation to NHS.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak on the case before them. With no one coming forward to speak, Mayor Hike closed the public hearing.

Mayor Hike then asked for a motion to approve or deny the appeal.

**Motion** was made by Jashinske, seconded by Yonkers, to approve this appeal due to Ms. Siemens meeting the necessary requirements.

Roll call vote on the motion was as follows: Hike, Jashinske, Casey, and Yonkers voted yes; voting no: none; absent: Akerson. Motion carried.

### **ADJOURNMENT**

There being no further business to come before the Board at this time, on motion by Casey, seconded by Yonkers, the meeting adjourned at 2:05 p.m.

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Susan Kluthe  
City Clerk

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Rusty Hike  
Mayor, Board of Health

# MINUTE RECORD

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2/4/2025

Bellevue City Council Meeting, January 21, 2025, 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 January 21, 2025 at 6:00 p.m. Present were Council Members Don Preister, Rich Casey, Thomas Burns, and Julie Collins. Absent: Kathy Welch and Jerry McCaw.

Also present were Acting City Administrator Ken Clary and Assistant City Attorney Daniel Willis.

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Approval of December 17, 2024 City Council Minutes; Acknowledge receipt of December 10, 2024 Tree Board Minutes; Approval of City Council Member Committee Assignments, as listed on the attached Council Committee and Task Force Assignment sheet, effective January 1, 2025; Recommend the approval of Bruce Yoder to the Bellevue Planning Commission to serve the remaining term of Leland Jacobson, ending August 2025; 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; and Approve the reappointment of Kelly McCaw and Susan Hester to the Community Development Block Grant (CDBG) Committee for three-year terms, ending February 2028. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

## **APPROVAL OF CLAIMS:**

**Motion** was made by Casey, seconded by Collins, to approve the claims.

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

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS:**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**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)**

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

# MINUTE RECORD

Bellevue City Council Meeting, January 21, 2025, Page 2

## **ORDINANCES FOR ADOPTION: (Third 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, with site plan approval. 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 36<sup>th</sup> Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

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

## **Request to small subdivision plat Lots 1 and 2, Perez Addition Two.**

**Motion** was made by Collins, seconded by Burns, to approve request to small subdivision plat Lots 1 and 2, Perez Addition Two. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

**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 for the third and final time.

Mayor Hike mention Mr. Brian Hanson emailed a letter regarding the ordinance. The letter will be put into the record.

Mr. Brian Hanson requested the Council reopen the public hearing on this item.

**Motion** was made by Burns, seconded by Preister, to reopen the public hearing on Ordinance No. 4171. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

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

Mr. Brian Hanson, 2704 Georgia Avenue, spoke in opposition of the ordinance. He stated he feels that removing the authority from the City Administrator to the Chief of Police doesn't provide enough separation in the unit for justice. He stated the same verbiage applies for Ordinance No. 4172.

Councilman Preister stated he feels a level of separation can be valuable.

Police Chief Ken Clary provided a history of the Code Enforcement Division operation and who the department has reported to in the past. He explained currently, there is more separation with the department than there was four years ago. Discussion followed.

Conversation ensued on the topic.

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

Mayor Hike declared the public hearing closed.

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

**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 29.5-10, and 29.5-28 regarding request for hearing for nuisance violations and to provide an effective date was read for the third and final time.

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Bellevue City Council Meeting, January 21, 2025, Page 3

Mayor Hike stated Mr. Hanson's previous comments also apply to Ordinance No. 4172.

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

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE**

### **ORDINANCES FOR INTRODUCTION (1st reading):**

#### **Ordinance No. 4174: Compensation Ordinance as Updated.** (HR Director)

Ordinance No. 4174: Ordinance No. 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. 4166; and providing for an effective date.

**Motion** was made by Casey, seconded by Collins, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.

Councilman Casey mentioned there is a request to waive the three readings due to the minimum wage increase.

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

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Preister, seconded by Casey, to approve Ordinance No. 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. 4166; and providing for an effective date. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

#### **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)

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 was read by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on February 4, 2025.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE**

### **RESOLUTIONS:**

#### **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)

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

### **CURRENT BUSINESS:**

#### **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.** (Chief Building Inspector)

**Motion** was made by Casey, seconded by Burns, to 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

# MINUTE RECORD

Bellevue City Council Meeting, January 21, 2025, Page 4

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

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

**Motion** was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the Sarpy-Douglas Law Enforcement Academy (SDLEA) Interlocal Agreement with participating agencies. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

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

**Motion** was made by Preister, seconded by Collins, to approve Master Services Agreement with Sentinel Technologies, Inc. for internet and cyber security, in an amount not to exceed \$80,693.37. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

**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)

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

**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)

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

**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)

**Motion** was made by Casey, seconded by Collins, to 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.

Councilman Preister questioned what the difference is to do the eminent domain or give the one property owner more money.

Mr. David Goedeken, Public Works Director, explained it was determined the lift station in the area needs upgrades. By doing so, the footprint of where the lift station sits had to be expanded. The lift station now sits on an outlot owned by a private individual. He explained typically, an outlot is a SID property, and then goes to the city. However, that did not happen with this outlot. The SID sold this property to an individual. He explained the process of the appraisal of the property. The property owner was approached with an offer. There had been an issue with trees on the property, which Code Enforcement had required the owner to remove. The owner feels he should be reimbursed for those costs. He explained there was then a counteroffer. Discussion followed.

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

**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)

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

**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)

**Motion** was made by Burns, seconded by Casey, to 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

# MINUTE RECORD

Bellevue City Council Meeting, January 21, 2025, Page 5

not to exceed \$2,689,482.25. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

**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)

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

**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)

**Motion** was made by Casey, seconded by Burns, to 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.

Councilman Preister initiated conversation on why the heat pumps wear out so soon, and shouldn't they be looking at a better product, with a longer life.

Mr. Goedeken stated there are approximately 84 heat pumps. The typical life of a heat pump is ten years. Annually there is a budgeted amount to replace heat pumps. There has been discussion about looking at a different system, which would be very costly. Conversation ensued.

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

**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)

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

**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)

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

**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)

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

**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)

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

**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)

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

# MINUTE RECORD

Bellevue City Council Meeting, January 21, 2025, Page 6

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

Councilman Burns requested updates on the Entertainment District Development and NC3 Project. Mr. Harrison Johnson, Director of Community and Economic Development, provided an update.

Councilman Preister requested an update on the Inland Port Authority. Mr. Johnson provided an update.

**CLOSED SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Casey, seconded by Burns, the meeting was adjourned at 6:58 p.m. Roll call vote on motion to adjourn was as follows: Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: Welch and McCaw. Motion carried.

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Susan Kluthe, City Clerk

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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 January 21, 2025; 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.

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Susan Kluthe, City Clerk

## MINUTE RECORD

Bellevue Planning Commission Meeting, January 23, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, January 23, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Aerni, Sims, Hankins, Lasenburg, Bennett, and Perrin. Absent were Commissioners Ackley and Taylor-Jones. Also present was Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posting in two public places and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Hankins announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Bennett, seconded by Lasenburg, to approve the minutes of the November 21, 2024, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Hankins asked if there were any updates or additions to staff reports. Palm advised there were no updates.

Motion was made by Aerni, seconded by Lasenburg, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast 1/4 of Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General location: South 42<sup>nd</sup> Street and Hwy 370. Case #'s: Z-2406-06 and S-2406-09.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request.

Palm stated this development is bounded by South 42<sup>nd</sup> street on the east, Hwy 370 on the north, and Maass Road on the south. She said the applicant's request is for a preliminary plat and a change of zone. Palm stated there will be six lots with two outlots. She said there will be five lots with commercial frontage along Hwy 370 and a multi-family residential lot to the south along Maass Road. Palm stated this request is in conformance with the city's Comprehensive Plan therefore staff is recommending approval. Palm stated no site plan approval is being requested at this time, but with the proposed zoning of RG-20-PS (General Residential – Planned Subdivision) the applicant will need to request site plan approval for the multi-family residential site before any development. She said the BG (General Business) lots will not require site plan approval. Palm stated the applicant conducted a traffic study at the request of the Public Works Department for this development. She said the developer is working with NDOT (Nebraska Department of Transportation) regarding updates required on Hwy 370 as well as 42<sup>nd</sup> Street.

Kyle Vohl, 10909 Mill Valley Road, Omaha, NE, was present on behalf of the applicant. He stated he is with E & A Consulting group and the engineer on the project. He said based on the traffic study, there will be some improvements made to the south bound lane on 42<sup>nd</sup> Street, as well as Highway 370 for this development. Vohl stated they estimate the approximate valuation to be \$26,000,000 upon completion of the five BG lots and the multi-family lot.

There was no one present to speak in favor of, or opposition to this request. Subsequently, Hankins closed the public hearing.

MOTION was made by Aerni, seconded by Sims to recommend APPROVAL of a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast 1/4 of Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG, and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General location: South 42<sup>nd</sup> Street and Hwy 370. Case #'s: Z-2406-06 and S-2406-09. APPROVAL based upon conformance with the

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Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on February 18, 2025.**

Meeting adjourned at 6:12 p.m.

*Dianna Van Horn*

Dianna Van Horn  
Planning Secretary

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\*6.  
2/4/2025

## CLAIMS FOR 2025/02/04

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### MAYOR

LEAGUE OF NEBRASKA MUNICIPALITIES	2025 MIDWINTER LEAGUE CONFERENCE	428.00
		<u>\$ 428.00</u>

### CITY ADMINISTRATOR

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	49.54
CANTEEN REFRESHMENT SERVICES	COFFEE FILTER PACKS	624.93
LEAGUE OF NEBRASKA MUNICIPALITIES	2025 MIDWINTER LEAGUE CONFERENCE	856.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	26.44
OFFUTT ADVISORY COUNCIL	2025 OFFUTT ADVISORY COUNCIL	500.00
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	268.35
		<u>\$ 2,325.26</u>

### CITY COUNCIL

LEAGUE OF NEBRASKA MUNICIPALITIES	2025 MIDWINTER LEAGUE CONFERENCE	856.00
OFFUTT ADVISORY COUNCIL	2025 OFFUTT ADVISORY COUNCIL	200.00
		<u>\$ 1,056.00</u>

### LEGAL

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	8.74
ENCORETECH, INC	NET DOCS IMPLEMENTATION	2,500.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2025 MIDWINTER LEAGUE CONFERENCE	1,185.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	4.67
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	47.36
		<u>\$ 3,745.77</u>

### CABLE ADVISORY

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	43.71
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	23.33
OFFUTT ADVISORY COUNCIL	2025 OFFUTT ADVISORY COUNCIL	200.00
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	236.78
		<u>\$ 503.82</u>

### CITY CLERK

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	75.79
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	40.44
NEBRASKA MUNICIPAL CLERKS	2025/01/01-12/31 MEMBERSHIP DUES-KLUTHE	150.00
NEBRASKA MUNICIPAL CLERKS	2025/01/01-12/31 MEMBERSHIP DUES-HARBIN	50.00
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	410.40
SMITH DAVIS INSURANCE INC	2024/12/10-2028/12/10 RENEW COUNCIL MEMBERS SURETY BONDS	1,065.00
SPARQDATA SOLUTIONS	2025/04/01-2026/03/31 SPARQ MEETING LICENSE FEE	4,100.00
		<u>\$ 5,891.63</u>

### FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	64.11
CAPITAL BUSINESS SYSTEMS, INC	2024/12/09-2025/01/08 PRINTER EXPENSE	1.95
HANEY SHOE STORE	SAFETY SHOES-2 EMP	357.98
J P COOKE COMPANY	STAMPS FOR FINANCE	114.70
LEAGUE OF NEBRASKA MUNICIPALITIES	2025 MIDWINTER LEAGUE CONFERENCE	856.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	34.22
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	347.27
QUADIENT FINANCE USA, INC	2024/12/16 REFILL POSTAGE METER	1,000.00
		<u>\$ 2,776.23</u>

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## LIBRARY

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	108.50
CAPITAL BUSINESS SYSTEMS, INC	2024/12/10-2025/01/09 COPIER EXPENSE	193.77
CAPITAL BUSINESS SYSTEMS, INC	2025/03/02-06/01 COPIER EXPENSE	470.71
CENGAGE LEARNING, INC	BOOK-CREDIT	(3.20)
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
COX BUSINESS SERVICES	2025/01/09-02/08 MONTHLY SERVICE	410.00
INGRAM LIBRARY SERVICES	BOOKS	1,592.24
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	1,223.90
QUADIENT FINANCE USA, INC	2024/12/19 LIBRARY POSTAGE	600.00
QUADIENT FINANCE USA, INC	2024/12/09 LIBRARY SUPPLIES	175.75
QUADIENT FINANCE USA, INC	2024/12/31M LIBRARY NEOSHOIPS	672.26
		<u>\$ 5,537.41</u>

## ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	49.54
IDEAL PURE WATER COMPANY	BOTTLED WATER	45.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	26.44
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	268.35
PRECISE MRM LLC	2024/12/31M FLAT DATA PLAN	69.00
		<u>\$ 458.33</u>

## CODE ENFORCEMENT

ANDERS MENJIVAR JR	REIMB MILEAGE FOR CDL TRAINING & CDL	476.40
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	10.81
CAPITAL BUSINESS SYSTEMS, INC	2024/12/10-2025/01/09 COPIER EXPENSE	71.39
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	6.00
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	136.64
TRAVELERS	2024/12/31M PAID LOSS RECOVERY	129.00
		<u>\$ 830.24</u>

## PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240119 MS4 PERMITTING 2024/08/26-09/22	5,456.66
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	18.16
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP MS4 REVIEWS THRU 2025/01/03	2,403.75
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	10.07
OLSSON ASSOCIATES	BPW-240802 WATER PARK INFRASTRUCTURE THRU 2024/12/31	21,979.02
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	229.47
PRECISE MRM LLC	2024/12/31M FLAT DATA PLAN	69.00
SARPY COUNTY FISCAL ADMINISTRATION	SHARE OF ARCGIS VELOCITY US REGION ANNUAL SUBSCRIPTION	11,250.00
		<u>\$ 41,416.13</u>

## PARKS

BIG RED LOCKSMITHS	12 MASTER KEYS, KEY TAGS	250.50
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	260.79
BRIAN HALE	REIMB CDL LICENSE	64.00
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	107.39
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	335.39
METROPOLITAN UTILITIES DIST	2024/12/11-2025/01/09 MONTHLY SERVICE	881.67
OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	107.60
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	995.71
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	33.34
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	597.52
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/26 MONTHLY SERVICE	66.01
PRECISE MRM LLC	2024/12/31M FLAT DATA PLAN	299.00
		<u>\$ 3,998.92</u>

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### RECREATION

BEACON ATHLETICS	CHALKER	591.00
CAPITAL BUSINESS SYSTEMS, INC	2024/12/11-2025/01/10 COPIER EXPENSE	19.44
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	115.35
MIDWEST STORAGE SOLUTIONS	FOLDING TABLES AND CHAIRS	1,096.67
OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	55.33
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	240.08
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	262.45
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	35.90
PRECISE MRM LLC	2024/12/31M FLAT DATA PLAN	92.00
		<b>\$ 2,591.61</b>

### FACILITY MAINTENANCE

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	948.71
CERRIS SYSTEMS NORTH CENTRAL, INC	BOILER REPAIR-CITY HALL	285.00
CODY PEST MANAGEMENT	2024/09/02-12/02 PEST CONTROL-REED CENTER, SR CENTER	268.00
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	107.39
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	2,493.40
HELM SERVICE	VESTIBULE NOT HEATING-TRNG SITE	465.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	317.33
MID-AMERICA STRUCTURES, LLC	SHED FOR LIBRARY	2,873.00
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	785.42
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	295.16
PRECISE MRM LLC	2024/12/31M FLAT DATA PLAN	161.00
PRECISE MRM LLC	2024/11/30M FLAT DATA PLAN	161.00
STEVE'S FLOOR COVERINGS	CARPET IN HALLWAY-DIST 3	2,830.00
TRISTAR	2024/12/31M CLAIMS PAID AND ALAE	2,701.03
		<b>\$ 14,691.44</b>

### CEMETERY

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	227.66
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	110.96
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	735.10
		<b>\$ 1,157.11</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2024/12/16-2025/01/12	2,076.00
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	487.72
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE & MOVE MODEM TO STREET BLDG	2,293.99
HGM ASSOCIATES INC	BPW-240102 CONCRETE REPAIRS THRU SALT/ICE CONTROL	1,175.84
INDEPENDENT SALT CO		6,475.95
JACOBS ENGINEERING GROUP, INC	BPW-210121 COLLEGE HTS STORMWATER 2024/11/23-12/31	14,727.02
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2024/11/23-12/31	37,209.99
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE 2024/09/28-	719.43
MACQUEEN EQUIPMENT, LLC	PELICAN STREET SWEEPER SER #NP42971-REPLACE#252	269,406.50
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	274.54
METROPOLITAN UTILITIES DIST	2024/12/06-2025/01/06 MONTHLY SERVICE	117.49
METROPOLITAN UTILITIES DIST	2024/12/06-2025/01/07 MONTHLY SERVICE	741.02
METROPOLITAN UTILITIES DIST	2024/12/11-2025/01/09 MONTHLY SERVICE	167.27
MOBOTREX	LED BALLS	3,440.00

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## STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	69.65
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	886.81
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	38.72
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	547.57
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/26 MONTHLY SERVICE	2,477.20
OMAHA PUBLIC POWER DISTRICT	2024/12/03-2025/01/02 MONTHLY SERVICE	165.28
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	34.78
READY MIXED CONCRETE COMPANY	CONCRETE	2,141.54
TAPCO	ADAPTER TUBES, WEDGES, HARDWARE, SHIPPING	2,856.40
TRISTAR	2024/12/31M CLAIMS PAID AND ALAE	2,321.46
		<u>\$ 350,852.17</u>

## FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	DURADRIVE TRANS FLUID, HUB OIL	1,949.50
ARNOLD AUTO	CALIPERS W/ BRACKET, CORES, MANIFOLD GASKETS, DRUM BRAKE REPAIR KIT, SEALS, BRAKE SHOE SET, REMAN ALTERNATOR	848.83
ARROW TOWING	TOW CHARGE FOR MED21	325.00
AUTOMOTIVE WAREHOUSE DIST, INC	MILTON PARTS, TRICO PARTS, KURT PARTS, FORNEY PARTS, RAYBESTOS PARTS, BUSSMAN	823.15
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	318.31
CORNHUSKER INTERNATIONAL TRUCKS	SIDE STEP SUPPORTS, CRANK BOLT, TURBO KIT, AIR PIPES, HOSES, CLAMPS	1,086.85
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	BRASS VALVE FOR FIRE TRUCKS	340.00
GALVIN GLASS	WINDSHIELD REPAIR - UNIT PO110	45.90
HENDERSON PRODUCTS, INC	ARM, MOUNT, SPINNER	131.83
MACQUEEN EQUIPMENT, LLC	SERVICE WORK DONE FOR TRUCK21	28,829.85
MATHESON TRI-GAS INC	2024/12/31M CYLINDER RENTAL, CONNECTORS, GLOVES, FAB SUPPLIES	789.22
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	125.58
NAPA AUTO PARTS	STRETCH FIT BELT, TRANS COOLER, FILTERS, FITTINGS, CLAMPS, VALVE COVERS, EXHAUST SCREWS, DRILL BITS, WASHERS, CONNECTORS	1,574.97
NEBRASKA IOWA INDUSTRIAL	2024/11/21-12/23 MONTHLY SERVICE	1,872.72
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	1,136.93
STEVEN J SEDLACEK	REIMB CDL LICENSE	60.00
SUPERIOR SIGNALS	LED STROBE	104.00
TAYLOR W URBAN	REIMB FOR CDL LICENSE	60.00
TOYNE, INC	DRAIN WITH PORTS, SEAL, KING PIN KIT, SEAT	2,339.08
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	343.23
WOODHOUSE PLATTSMOUTH	REPROGRAM AWS MODULE - PO802	216.18
		<u>\$ 43,428.52</u>

## SOLID WASTE

PAPILLION SANITATION	2024/11/26-12/10 GLASS RECYCLING	560.77
PAPILLION SANITATION	2024/12/17-12/24 GLASS RECYCLING	370.03
PAPILLION SANITATION	2024/12/31M TRASH HAULING FEE	359,823.59
		<u>\$ 360,754.39</u>

## PLANNING

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	16.43
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	9.11
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	207.56
		<u>\$ 233.10</u>

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### PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	21.95
INDOFF, INC	COPY PAPER	183.96
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	12.17
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	277.32
WOODHOUSE BLAIR	2024 FORD RANGER VIN#1FTR4PHXRLE54167	34,319.00
		<u>\$ 34,814.40</u>

### POLICE

ALL MAKES OFFICE EQUIPMENT CO	REPLACE FURNITURE, ASSEMBLY	2,248.70
ANDERSON FORD	2025 FORD EXPLORER VIN #1FM5K8AB7SGB27686-UNIT 649	44,766.00
ANDERSON FORD	2025 FORD EXPLORER VIN #1FM5K8AB4SGB28116-UNIT 651	44,766.00
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	388.93
CLYDE ARMORY	10 RIFLE OPTICS, WEAPON LIGHTS	4,448.00
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/01/02-02/01 MONTHLY SERVICE	285.00
CRYSTAL KENNY	REIMBURSE FOR BALLISTIC VEST/CARRIER	200.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	75.00
FBI NATIONAL ACADEMY ASSOCIATES	2025/01/01-12/31 MEMBERSHIP DUES-MELVIN	130.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	19.74
GALL'S, LLC	DOUBLE MAG HOLDER-MARRS	45.81
GOVDIRECT, INC	6 PANASONIC FZ-55 TOUGHBOOKS, 6 AXIOM SODIMM, WARRANTY	24,081.05
GREAT PLAINS UNIFORMS	SEW ON BADGE PATCHES, UNIFORMS, 30 POLO SHIRTS	2,517.81
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	92.30
JO DONS	OFFICER OF THE QUARTER PLAQUE, 28 BABY	480.00
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	215.69
MOTOROLA SOLUTIONS, INC	14 LPR CAMERAS, POWER SUPPLY & SERVICE	13,796.28
OFFUTT ADVISORY COUNCIL	2025 OFFUTT ADVISORY COUNCIL	200.00
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	59.90
OMAHA PUBLIC POWER DISTRICT	2024/12/11-2025/01/13 MONTHLY SERVICE	4,914.48
PAT KOCHENDERFER	2024/01/31M CONTRACTED HOURS	143.85
SARPY COUNTY TREASURER	PROPHOENIX AND MOTOROLA LRMS SOFTWARE & LICENSE	77,728.74
THE LETS CORP	2025/02/01-2026/02/01 ANNUAL LETS	2,490.00
T-MOBILE USA, INC	2024/11/21-12/20 GPS LOCATES	115.00
T-MOBILE USA, INC	2024/10/14-10/22 GPS LOCATES	50.00
TRAVELERS	2024/12/31M PAID LOSS RECOVERY	5,019.00
TRISTAR	2024/12/31M CLAIMS PAID AND ALAE	12,477.74
TRISTAR	RE-OPEN CLAIM-DEC 2024	785.00
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	2,091.00
WORK FIT OCCUPATIONAL HEALTH	HEALTH SCREENING-NEW RECRUIT	438.93
		<u>\$ 245,628.92</u>

### FIRE & RESCUE

AIRGAS USA, LLC	2024/12/31M CYLINDER RENTAL, OXYGEN	253.69
BLACK HILLS ENERGY	2024/12/02-2025/01/02 MONTHLY SERVICE	461.73
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, RESCUE EQUIPMENT	5,219.30
COX BUSINESS SERVICES	2025/01/31M MONTHLY SERVICE	214.78
DXP ENTERPRISES, INC	METERING GAS	489.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-6 EMP	3,642.15
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR DIST 3	1,327.25
MACQUEEN EQUIPMENT, LLC	CAIRNS FIRE HELMET	400.00
MARCO TECHNOLOGIES, LLC	2024/12/02-2025/01/01 COPIER EXPENSE	147.90

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### FIRE & RESCUE (cont'd)

METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	1,423.22
METROPOLITAN UTILITIES DIST	2024/12/06-2025/01/07 MONTHLY SERVICE	2,880.35
METROPOLITAN UTILITIES DIST	2024/12/10-2025/01/09 MONTHLY SERVICE	1,251.73
MUNICIPAL EMERGENCY SERVICES	SCBA LENS KIT	291.43
NEBRASKA ASSOCIATION OF WOMEN POLICE	FIRST RESPONDER CONF 2025/02/19-21	225.00
OMAHA PUBLIC POWER DISTRICT	2024/10/31-12/03 MONTHLY SERVICE	792.37
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	1,244.83
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	606.42
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	1,953.83
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/26 MONTHLY SERVICE	827.00
STERICYCLE, INC	2024/12/31M ON-SITE SHREDDING	144.00
STRYKER SALES CORPORATION	2025/01/01-12/31 EMS PREVENTIVE MAINT CONTRACT, RESCUE EQUIPMENT, SUPPLIES	12,060.70
SWENSEN & ASSOCIATES	FIRE CAPTAIN TESTING	12,328.00
THE NEBRASKA MEDICAL CENTER	2024/12/31Q MEDICAL DIRECTOR	12,342.74
TRISTAR	2024/12/31M CLAIMS PAID AND ALAE	8,099.39
TYLER BOYER	REIMB FOR BADGE CASES	15.66
WITMER PUBLIC SAFETY GROUP	BOAT TEAM PROTECTIVE UNIFORM EQUIPMENT	1,546.60
		<u>\$ 70,189.07</u>

### NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/12/31M CDBG CONSULTANT FEE	1,100.00
AMERICAN NATIONAL BANK	2024/12/31M ACCT 1000 ANALYSIS CHG	583.04
CENTURY LINK	2024/12/04-2025/01/03 MONTHLY SERVICE	407.92
CENTURY LINK	2025/01/01-31 MONTHLY SERVICE	520.00
FORVIS MAZARS LLP	CAPITAL ASSETS MAINTENANCE FOR FYE 2024/09/30	545.00
FORVIS MAZARS LLP	PROGRESS BILLING #2 FOR FYE 2024/09/30	35,000.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	2024/11/25-12/29 SOCIAL MEDIA MANAGEMENT	4,330.41
NE-DEPARTMENT OF REVENUE	2024/12/31M SALES AND USE TAX	50.87
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	160.20
PM AM CORPORATION	2024/12/31M ALARM FEES	2,228.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2024/11/30M MAT SERVICES 1812 MILES	6,979.00
		<u>\$ 51,904.44</u>

### INFORMATION TECHNOLOGY

INTERSTATE ALL BATTERY CENTER	BATTERIES	308.00
SHI INTERNATIONAL CORP	2025/01/13-04/12 ABSOLUTE RESILIENCE	868.00
		<u>\$ 1,176.00</u>

### 2206 LONGO DR

LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2024/12/20	347.37
		<u>\$ 347.37</u>

### WASTEWATER

AMERICAN NATIONAL BANK	2024/12/31M ACCT 1034 ANALYSIS CHG	40.20
ARMOR EQUIPMENT	NOZZLES, ADHESIVE	975.54
CAPITAL BUSINESS SYSTEMS, INC	2024/11/09-12/08 COPIER EXPENSE	41.24
CENTURY LINK	2025/01/04-02/03 MONTHLY SERVICE	64.19
CHARLES MACHINE WORKS, INC	CAMERA REPAIR, FREIGHT	2,696.79
CITY OF OMAHA	2024/10/31M SEWER FEES	575,425.08
COX BUSINESS SERVICES	2025/01/04-02/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	TANK STRAPS	232.09
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2024/12/31M	330.00
GRAINGER	GLOVES	111.60

# MINUTE RECORD

## CLAIMS FOR 2025/02/04

PAGE 7

### WASTEWATER (cont'd)

METROPOLITAN UTILITIES DIST	2024/12/06-2025/01/07 MONTHLY SERVICE	1,010.86
OMAHA PUBLIC POWER DISTRICT	2024/11/11-12/11 MONTHLY SERVICE	2,692.20
OMAHA PUBLIC POWER DISTRICT	2024/11/20-12/20 MONTHLY SERVICE	1,528.59
OMAHA PUBLIC POWER DISTRICT	2024/11/21-12/23 MONTHLY SERVICE	644.69
		<u>\$ 586,013.07</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2024/12/31M CDBG CONSULTANT HUD	3,275.00
		<u>\$ 3,275.00</u>

### FEDERAL FORFEITURES - JUSTICE FUNDS

THE CTK GROUP, LLC	EVIDENCE BASED INTERVIEW & INTERROGATION TRAINING	4,000.00
		<u>\$ 4,000.00</u>

**TOTAL CLAIMS FOR 2025/02/04** \$ 1,840,024.35

**TOTAL PAYROLL FOR 2025/01/17** \$ 1,810,295.85

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
2/4/2025

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"/>

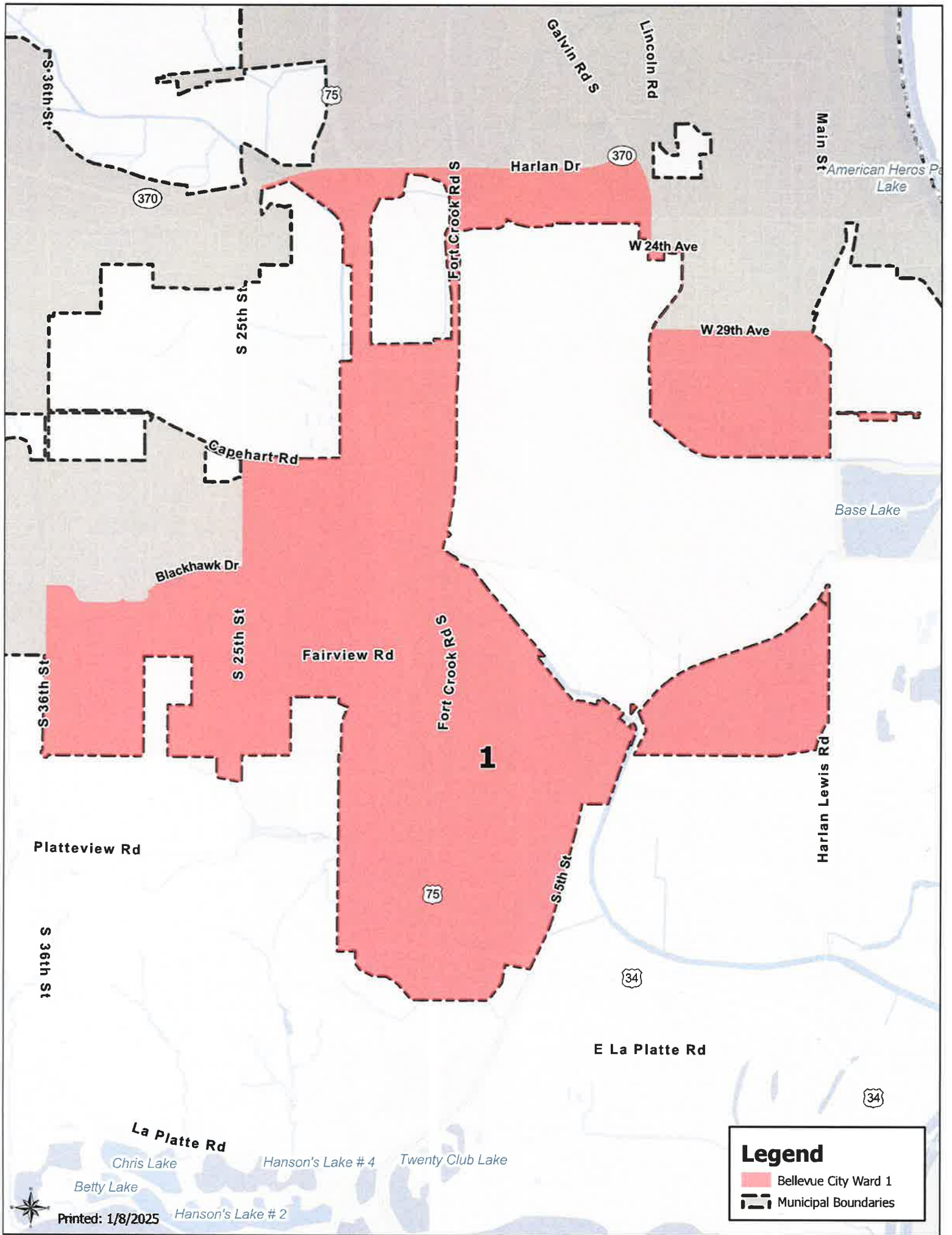
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**Legend**

- Bellevue City Ward 1
- Municipal Boundaries

## ORDINANCE NO. 4175

**A**N 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:

**S**ection 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 24<sup>th</sup> Avenue, east along 24<sup>th</sup> Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29<sup>th</sup> Avenue, east along 29<sup>th</sup> 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 5<sup>th</sup> Street, south along 5<sup>th</sup> 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 36<sup>th</sup> Street, north along 36<sup>th</sup> 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 25<sup>th</sup> Street, north along 25<sup>th</sup> 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.

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

**S**ection 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.

**A**DOPTEED 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

13a.  
2/4/2025

COUNCIL MEETING DATE: February 4, 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 rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast 1/4 of the Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370.

SYNOPSIS/BACKGROUND:

Jeff Stoll, on behalf of Quail Crossing, LLC, is requesting approval of a change of zone and preliminary plat to allow for commercial and multi-family residential development. Proposed Lots 1 through 5 would be constructed with commercial/retail space and Lot 6 would be developed with multi-family residential. The applicant will need future site plan approval under the proposed RG-20-PS zoning of the multi-family lot. No site plan approval is being requested at this time

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

- |  |  |  |
|--|--|--|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ordinance No. 4176"/> |
| 4. <input type="text"/>  | 5. <input type="text"/>                      | 6. <input type="text"/>                            |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Quail Crossing, LLC

CASE #'s: Z-2406-06, S-2406-09

CITY COUNCIL HEARING DATE: February 18, 2025

REQUEST: to rezone Lots 1 through 6, and Outlot A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition and Part of Northeast ¼ of Southwest 1/4 North of the road all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG, and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 6, and Outlot A and B, Quail Crossing.

On January 23, 2025, the City of Bellevue Planning Commission voted six yes, zero no, two absent and zero abstained:

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

### VOTE:

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

Planning Commission Hearing (s) was held on: January 23, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2406-06  
S-2406-09

FOR HEARING OF:  
REPORT #1: January 23, 2025  
REPORT #2: February 18, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Quail Crossing, LLC  
Attn: Austin Alff  
6860 S 118<sup>th</sup> Street  
Omaha, NE 68137

#### B. PROPERTY OWNERS:

Autin Alff and Scott Alff  
c/o Austin Alff  
16602 Longbow Loop  
Omaha, NE 68136

#### C. GENERAL LOCATION:

South 42<sup>nd</sup> Street and Hwy 370

#### D. LEGAL DESCRIPTION:

Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  North of Road, located in the Southwest  $\frac{1}{4}$  of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 6, and Outlots A and B, Quail Crossing from AG and RE to BG and RG-20-PS.
2. Preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing.

**F. EXISTING ZONING AND LAND USE:**

AG, Agriculture/Agriculture accessory structures

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and preliminary plat to enable commercial and multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 16 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is developed with a single-family residential building and a 3,750-square-foot pole barn.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Single-Family Residential (across Hwy 370), RS-72
2. **East:** Commercial (across South 42<sup>nd</sup> Street), BG and BGH-PCO
3. **South:** Agriculture (across Maass Road), AG
4. **West:** Commercial (across South 45<sup>th</sup> Street), BG-PCO

**C. RELEVANT CASE HISTORY:**

There have been no recent requests to rezone or replat this property.

**D. APPLICABLE REGULATIONS:**

1. Section 5.14, Zoning Regulations, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Regulations, regarding Planned Subdivision District uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as Single and Multi-family residential.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. The 2020 MAPA traffic data indicates 27,204 vehicles per day along Highway 370 near the intersection of South 48<sup>th</sup> Street.
2. Access is proposed from three newly created points: off South 45<sup>th</sup> Street, South 44<sup>th</sup> Street off Maass Road, and Shannon Drive off South 42<sup>nd</sup> Street.

#### **D. UTILITIES:**

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

#### **E. ANALYSIS:**

1. Jeff Stoll, on behalf of Quail Crossing, LLC, has submitted a request to preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing, for the purpose of commercial and multi-family residential development.
2. The applicant is also requesting a change of zone from RE and AG to BG and RG-20-PS for the purpose of commercial and multi-family residential development.

Proposed Lots 1 through 5 would be zoned BG and constructed with commercial/retail space.

The intent of the BG district is to provide for a wide range of retail and service establishments.

The applicant is proposing moderately high-density multi-family residential for Proposed Lot 6.

The RG-20 (General Residential) zoning districts are intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. Site plan approval is not being requested at this time. The applicant will need site plan approval prior to any construction on this property.

3. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, for design standards. Compliance with these regulations will be reviewed as part of the building permit process.

4. A draft Development Agreement has been submitted and is under review by the City Attorney.

5. 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 Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, OPPD, MAPA, Papio-Missouri River NRD, and the Papillion LaVista 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.

Bellevue Public Works Engineering Manager John Krager requested technical revisions to the preliminary grading study to show the proposed grading for the 42<sup>nd</sup> Street improvements. Public Works requested minor revisions to the paving plan for the South 42<sup>nd</sup> Street and Highway 370 Street improvements, and South 42<sup>nd</sup> Street and Shannon Drive. These revisions have been addressed by the applicant's engineer.

The Public Works Department has indicated it would support a sidewalk waiver along South 42<sup>nd</sup> Street north of the proposed Shannon Drive entrance. Engineering staff does not want to encourage pedestrians crossing Highway 370 at this location.

Sarpy County Surveyor Mike Sharp requested minor revisions to the plat. These revisions have been addressed by the applicant's engineer.

Metropolitan Utilities District (MUD) Main Extension Coordinator requests the developer submit a water and gas main application with MUD to coordinate construction for available water and gas mains at South 42<sup>nd</sup> Street and Maass Road.

No other comments were received on this case.

6. A traffic study was required by Public Works and submitted with this application. City Staff reviewed the traffic study conducted by E&A Consulting Group, Inc. and concurred with its findings.

As part of this development, a northbound left-turn lane and left-turn signal would be included at the intersection of Highway 370 and South 42<sup>nd</sup> Street. This intersection will need to be signalized. Other improvements would include a northbound left-turn lane at Shannon Drive and South 42<sup>nd</sup> Street, a sidewalk and ADA curb ramp will be added along the north side of Maass Road from South 44<sup>th</sup> Street to South 42<sup>nd</sup> Street and along the east side of South 45<sup>th</sup> Street to the cul-de-sac.

7. Based on the number of acres, this development will require a contribution to the Park Fund in the amount of \$15,289.10. This fee must be paid prior to the filing of the final plat.

8. Staff believes this development is compatible with the surrounding area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

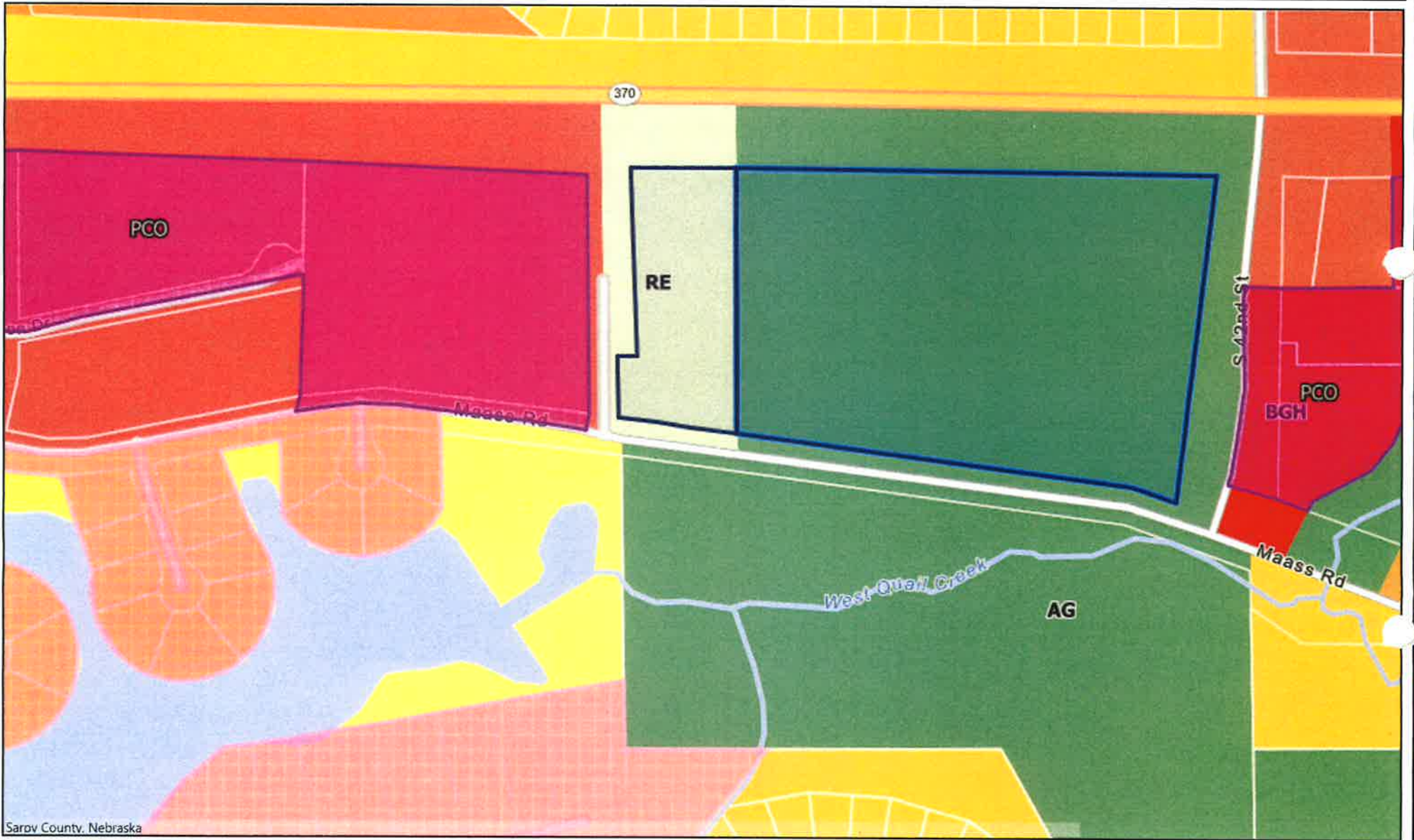
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received June 21, 2024
4. Preliminary plat received January 13, 2025

**VII. COPIES OF REPORT TO:**

1. Quail Crossing, LLC. (Attn: Austin Alff)
2. E & A Consulting Group, Inc. (Attn: Jeff Stoll)
3. Austin Alff & Scott Alff
4. Public Upon Request

  
Assistant Planning Manager

 01/27/25  
Planning Director Date of Report

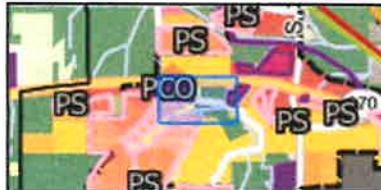


Sarpy County, Nebraska



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: 6819

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





E & A CONSULTING GROUP, INC.

Engineering Answers

RECEIVED  
JUN 21 2024  
PLANNING DEPT.

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
P 402.895.4700 • F 402.895.3599  
www.eacg.com

June 21, 2024

Tammi Palm, Manager  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Quail Crossing - Planned Subdivision District Zoning Justification Letter  
E&A File: P2023.157.001

Dear Tammi,

On behalf of our client, Quail Crossing, LLC, please allow this letter serve as the Planned Subdivision District justification letter per Section 5.17 of the City of Bellevue's Zoning Ordinance.

5.17.03(1): The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.

*Response: The proposed development plan fits within the mixed use designation of the City's Future Land Use. The proposed site will have a mix of commercial and residential uses. Due to the location of the site, most traffic movement will be directed towards Highway 370.*

5.17.03 (2): The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.

*Response: The designation of the Planned Subdivision for the residential use of the property would allow for the future user to better fit the topography and space limitations on the proposed lot. Due to the existing natural gas line located through the middle of the property, it creates a narrow buildable area. The gas line will limit the amount of fill area over the existing easement area and limit where any proposed structure can be placed.*

5.17.03 (3): The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.

*Response: The future user will create a unique site plan that will utilize the existing natural gas easement to their advance.*

5.17.03 (4): The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

*Response: The intent of the Planned Subdivision District request is not for the purpose of convenience, profit or caprice. The intent is to create a unique development that fits within the future land use designation and is aimed at developing a workable product within the physical restraints of the site.*

If you have any questions regarding this justification letter, please contact me at 402-895-4700 or by email at [jstoll@eacg.com](mailto:jstoll@eacg.com).

Sincerely,  
E & A Consulting Group, Inc.

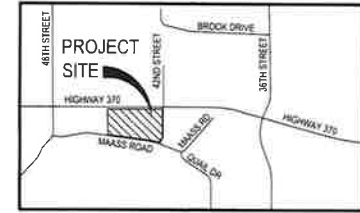


Jeff Stoll  
Platting Services Assistant Manager

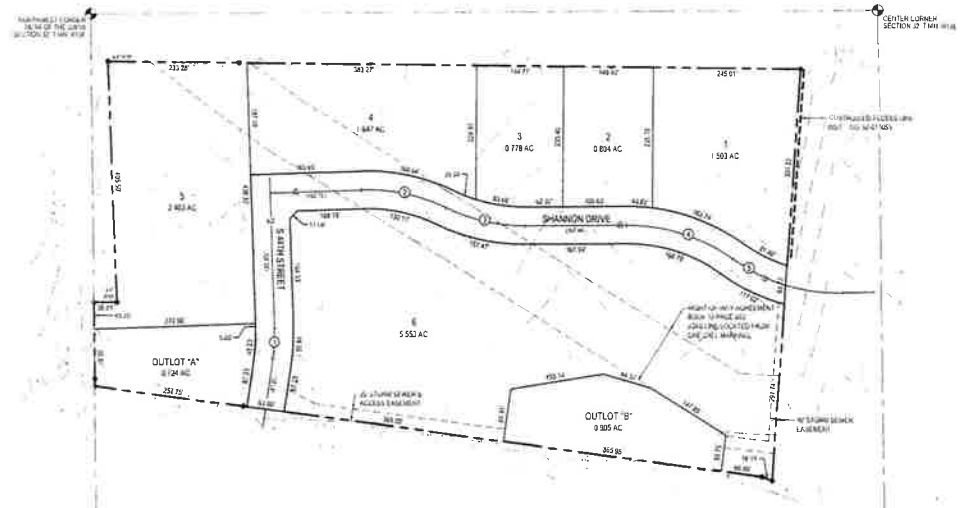
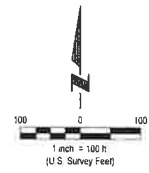
# QUAIL CROSSING

LOTS 1 THRU 6 INCLUSIVE & OUTLOTS "A" AND "B"

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARY COUNTY, NEBRASKA



VICINITY MAP



CURVE	RADIUS
1	300.00
2	300.00
3	300.00
4	300.00
5	300.00

FRONT YARD	INCHES
INTERIOR SIDE YARD	5'
STREET SIDE YARD	50.00'
REAR YARD	10'

FRONT YARD	FEET
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

LEGEND

- MONUMENTS FOUND (5/8" REBAR UNLESS NOTED)
- MONUMENTS SET (5/8" REBAR W/ CAPS 1/2")
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION CORNER
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- (P/P) FINISHED TOP PIPE
- BUILDING
- POWER RISER
- POWER POLE
- | GUY WIRE
- ★ LIGHT POLE
- TV TELEPHONE RISER
- TV CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- FENCE LINE
- GAS LINE
- WATER LINE
- OHP - OHP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDER GROUND)
- USC - USC - COMMUNICATION LINE (UNDER GROUND)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- FD - FD - FIBER OPTIC LINE

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 722.947 SQUARE FEET OF 16.128 ACRES, MORE OR LESS.

DEVELOPER

QUAIL CROSSING LLC  
1602 CHODOV LOOP  
OMAHA, NE 68137

OWNER

SCOTT ALFF  
1602 CHODOV LOOP  
OMAHA, NE 68135

ZONING

EXISTING	ALL IN	PROPOSED
RG LOTS 1 THRU 5 AND OUTLOT "A"	1.759 AC	6.558 AC
RG LOTS 6 AND OUTLOT "B"	1.821 AC	16.138 AC
TOTAL		

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 370 MAASS ROAD S 45TH STREET AND S 42ND STREET FROM ANY LOTS ABUTTING SAID STREETS.
- CHAMBERS FOR SIDEWALKS ON CORNER LOTS 1 ARE SET AT TWELVE AND HALF FEET (12.5) FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- ALL DIMENSIONS SHOWN WITH PARENTHESIS ARE FOR THE LOCATION OF CENTERLINE.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAN.
- A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS "A" AND "B".

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
17999 Lake View Road, Suite 100 • Omaha, NE 68151  
Phone: 402.739.4100 • Fax: 402.739.3399  
E-MAIL: info@eaconsulting.com

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**E & A CONSULTING GROUP, INC.**  
Engineering Division

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**QUAIL CROSSING**  
LOTS 1 THRU 6 INCLUSIVE & OUTLOTS "A" AND "B"  
BELLEVUE, NEBRASKA

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PRELIMINARY PLAN

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Rev.	Description

RECEIVED  
JAN 13 2025  
PLANNING DEPT.

ORDINANCE NO. 4176

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 SOUTH 42nd STREET AND HWY 370, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 5 and Outlot A, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  North of Road, located in the Southwest  $\frac{1}{4}$  of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural) and RE (Residential Estates) to BG (General Business District)

Lot 6, and Outlot B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  North of Road, located in the Southwest  $\frac{1}{4}$  of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural) and RE (Residential Estates) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).

(Quail Crossing, LLC)

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

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 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

13b.  
2/4/2025

COUNCIL MEETING DATE: February 4, 2025		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment to the 2023 National Electrical Code.

SYNOPSIS/BACKGROUND:

The 2023 National Electrical Code address's Service conductors shall not pass through the interior of another building. These service conductors are being mounted on the outside of townhouse's which are built out of the International Residential Code for one - and two - family dwellings. After the service conductors are mounted on the outside of the townhouse's the they are no longer service conductors they are feeders that are supplying the electrical service to each single family townhouse.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the amendments to the 2023 National Electrical Code as stated so each townhouse does not have additional electrical feeders running though each single family townhouse

ATTACHMENTS:

1.  2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**ORDINANCE NO. 4177**

AN ORDINANCE TO AMEND SECTION 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE PERTAINING TO CHANGES AND AMENDMENTS TO THE NATIONAL ELECTRICAL CODE, 2023 EDITION; TO REPEAL SECTION 10-58 OF CHAPTER 10 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE BY PAMPHLET; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That section 10-58 of chapter 10 of the Bellevue City Code is hereby amended to read as follows:

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

- (a) The 2023 National Electric Code is hereby amended, altered, modified and changed in the following respects by adding:
  - (1) **Section 230.3 One Building or Other Structure Not to be Supplied Through Another.** Service conductors supplying a building or other structure shall not pass through the interior of another building or other structure.
    - a. Feeders installed downstream of the service conductors shall not extend through any townhouse unit other than the unit served by such feeder.

Section 2. That Section 10-58 of Chapter 10 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This Ordinance shall be published in pamphlet form.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this 4<sup>th</sup> day of February, 2025.

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
2/4/2024

COUNCIL MEETING DATE: February 4, 2025		SUBMITTED BY: David 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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Resolution and LPA Program Agreement - 2025 Bellevue Major Street Resurfacing (BPW#240101)

**SYNOPSIS/BACKGROUND:**

This Resolution and LPA Program Agreement between the City of Bellevue and Nebraska Department of Transportation (NDOT) designates Federal-Aid Funds for the 2025 Bellevue Major Street Resurfacing Project - NDOT Project No. MAPA-5081(3), CN 22983. This project is being programmed as Advanced Construction (AC).

FISCAL IMPACT: \$3,060,000      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?: YES (AC)

**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: Project No. MAPA-5081(3) Control No. 22983 (2025 Bellevue Major Street Resurfacing - BL2501)

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

CIP PROJECT NAME: Major Street Resurfacing      CIP PROJECT NUMBER: ST25(1)

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

ACCOUNTING DISTRIBUTION CODE: 7010      ACCOUNT NUMBER: 10-15-7010

**RECOMMENDATION:**

Authorize the Mayor to approve the Resolution and sign the LPA Program Agreement-Federal-Aid Funds between the City of Bellevue and NDOT.

**ATTACHMENTS:**

1. LPA Program Agreement	2. Resolution	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: \_\_\_\_\_


**LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS**

CITY OF BELLEVUE, NEBRASKA  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. MAPA-5081(3)  
STATE CONTROL NO. 22983  
2025 BELLEVUE MAJOR ST RESURFACING

**THIS AGREEMENT** is between the City of Bellevue, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, certain routes in LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

**WHEREAS**, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

**WHEREAS**, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

**WHEREAS**, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

**WHEREAS**, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

**WHEREAS**, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

**WHEREAS**, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

**WHEREAS**, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

**WHEREAS**, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

**WHEREAS**, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

**WHEREAS**, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

**WHEREAS**, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

**WHEREAS**, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

**WHEREAS**, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost of the project, is currently estimated to be \$3,060,000.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, LPA's share of the total project costs is estimated to be \$566,000.00. LPA's share may include both in kind services and a local match. LPA's local match is estimated to be \$566,000.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, the project is described as follows:

The purpose of this project is to preserve the local transportation assets, improve the reliability of the transportation system and perpetuate the mobility of the traveling public. The need for this work is based on age, functional classification, use, and condition including rutting, shoving, raveling, spalling, potholes and other observable deterioration and wear for the selected segments. The assets will be preserved and improved, providing a smooth and higher durability asphalt surface for the traveling public.

**WHEREAS**, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. MAPA-5081(3) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "B"** and incorporated herein by this reference.

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

## **SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

“**CFDA**” means Catalog of Federal Domestic Assistance.

“**CFR**” means the Code of Federal Regulations.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**LPA**” means Local Public Agency that is sponsoring a Federal-Aid transportation project.

“**NEB. REV. STAT.**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**FULL-TIME PUBLIC EMPLOYEE**” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee’s non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“**PUBLIC EMPLOYEE**” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“**RESPONSIBLE CHARGE**” or “**RC**” means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA’s point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA’s interests in the delegated technical tasks.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“**STATE REPRESENTATIVE**” means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State’s federal funding eligibility duties under this Agreement.

## **SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)**

**2.1 Effective Date** --This Agreement is binding on the date it is fully executed by State.

**2.2 Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

- 2.3 Identifying Date** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.
- 2.4 Duration**– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

### **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

### **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 LPA hereby designates Matthew Knight as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.

- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
- 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
- 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.
- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person

under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

## **SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

### **5.1 The Applicable Legal and Contract Requirements.**

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:  
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

### **5.2 Federal Oversight.**

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

## **SECTION 6. FEDERAL AWARD IDENTIFICATION.**

6.1 The following identifying, and other information applies to this Federal-aid project, is included as required by 2 CFR § 200.332 and LPA may be required to report this information is a part of a single audit be required to report this information is a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name **BELLEVUE CITY OF**
- b) Subrecipient Unique Entity Identifier (UEI) Number **MGFGXEFM3353**
- c) Federal Award Identification Number (FAIN) **N/A**
- d) Federal Award Date **December 13, 2024**
- e) Period of Performance (Grant start and end date) **12/13/2024-12/13/2029**
- f) Budget Period Start and End Date; **12/13/2024-12/13/2029**
- g) Amount of Federal Funds Obligated by this action; **NA**
- h) Total Amount of Federal Funds Obligated; **NA**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$566,000**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$3,060,000**
- k) Budget Approved by the Federal Awarding Agency; **\$2,264,000**

- l) Federal award description, (to comply with statutory requirements (e.g., FFATA));  
**Maintenance**
- m) Name of Federal awarding agency and contact information for awarding official,  
**U.S. Department of Transportation, Federal Highway Administration**, grantee  
**Nebraska Department of Transportation** and contact information for awarding  
official **Wayne Fedora, Division Administrator**, [R.Wayne.Fedora@dot.gov](mailto:R.Wayne.Fedora@dot.gov)
- n) Assistance Listings Number and Title; **CFDA 20.205 Highway Planning and  
Construction**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged  
per [§ 200.414](#)). **NA**

## **SECTION 7. SCHEDULE**

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19. SUSPENSION OR TERMINATION.

## **SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES**

### **8.1 Engineering Services**

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

### **8.2 Right-of-Way Services**

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

## **SECTION 9. COORDINATING PROFESSIONAL**

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

## **SECTION 10. DEVELOPMENT OF THE PROJECT**

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

## **SECTION 11. ENVIRONMENTAL RESPONSIBILITY**

### **11.1 NEPA**

- 11.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.
- 11.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.
- 11.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at: <http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

### **11.2 Municipal Separate Storm Sewer System (MS4) Program**

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

## **SECTION 12. DESIGN**

### **12.1 Preparation of Plans, Specifications, and Estimates**

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to

execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

## **12.2 Professional Performance**

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

## **SECTION 13. RIGHT-OF-WAY**

### **13.1 Governing Documents**

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

### **13.2 Costs**

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

### **13.3 Encroachments**

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall

communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

#### **13.4 Land Corners**

LPA shall fully cooperate with State and the project consultants to locate and reference<sup>7</sup> or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### **13.5 Special Assessments**

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

“When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.”

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

#### **13.6 Reimbursement of LPA's Right-of-Way**

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis.

All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

### **13.7 LPA Condemnation Attorney Fees**

An LPA may hire a private attorney to represent the LPA in a condemnation proceeding when needed to acquire land for a local federal-aid transportation project. Attorney fees incurred by the private attorney may be reimbursable at the same cost share percentage applicable to other project costs so long as such costs are actually incurred, are reasonable, and are determined by NDOT to be eligible for federal funds. When LPA is seeking reimbursement for attorney's fees related to condemnation proceedings, LPA has a duty to notify State when total billings first exceed \$50,000 in total. State will not reimbursement for any otherwise eligible costs for attorney's fees above the \$50,000 total threshold unless State has been provided with an acceptable schedule for completion of the litigation and an estimate of total attorney's fees necessary to bring the litigation to conclusion. Upon receipt of an acceptable schedule and estimate, State may, in its sole discretion, establish a maximum amount (a cap) of total fees available for reimbursement above \$50,000, assuming all other eligibility requirements are met. LPA will be solely responsible for its proportional share of all attorney's fees reimbursed, and for all attorney's fees incurred in excess of the amount of the cap.

## **SECTION 14. RAILROAD**

This section has intentionally been left blank in this contract.

## **SECTION 15. UTILITIES**

15.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

15.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

### 15.3 LPA Owned Utilities

#### 15.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

#### 15.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

### 15.4 Non-LPA Owned Utilities

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing

the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

**15.5 State Highway Right-of-Way**

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

**SECTION 16. FINAL PLANS, BID LETTING AND CONSTRUCTION**

**16.1 Plans, Specifications and Estimates (PS&E)**

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

**16.2 Bid Letting and Award of Construction Contract**

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

**16.3 Construction and Construction Engineering**

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb. Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans\*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans\*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be

accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

## **SECTION 17. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT**

### **17.1 Tentative Final Acceptance**

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

### **17.2 NDOT Form 91 - Notification of Contract Completion**

Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date cited on the NDOT Form 91 or the Tentative Final Acceptance letter.

### **17.3 NDOT Form 299 – Project Construction Conformity Certification**

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOT Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

### **17.4 Audit and Final Settlement with LPA**

17.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA

shall take any actions necessary to resolve any issues involved with the audit of the project.

17.4.2 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

17.4.3 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

17.4.4 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

#### **SECTION 18. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS**

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

#### **SECTION 19. FINANCIAL RESPONSIBILITY**

##### **19.1 General**

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

**19.2 Total Project Costs and Funding Commitments**

The total cost of the project is currently estimated to be \$3,060,000.00 as set out in the table below:

<b>ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)</b>						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
<b>PE Phase</b>	2024/2025					
PE				160,000.00		160,000.00
NEPA				70,000.00		70,000.00
Final Design	2025					0.00
RC						0.00
NDOT		8,000.00	2,000.00			10,000.00
<b>PE Subtotal</b>		<b>8,000.00</b>	<b>2,000.00</b>	<b>230,000.00</b>	<b>\$0.00</b>	<b>240,000.00</b>
<b>ROW</b>	2025					
<b>Utilities</b>	2025					
<b>Construction</b>	2025/2026	2,043,636.36	510,909.09			2,554,545.45
<b>CE Phase</b>						
CE		204,363.64	51,090.91			255,454.55
RC		0.00	0.00			0.00
NDOT		8,000.00	2,000.00			10,000.00
<b>CE Total</b>		<b>212,363.64</b>	<b>53,090.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>265,454.55</b>
<b>TOTAL</b>		<b>2,264,000.00</b>	<b>566,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>3,060,000.00</b>

\*This project is being programmed as Advanced Construction. (AC)\*

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State’s approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

**19.3 LPA Responsibility**

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

**19.4 Reimbursement of Costs Incurred by LPA**

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,

- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

#### **19.4.1 LPA Project oversight costs**

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

#### **19.4.2 LPA provided professional services**

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

**Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.3 Non-betterment Utility Relocation Costs**

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.4 Right-of-Way**

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.5 Railroad**

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.5 Payment of Consultant Professional Services by State**

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.6 Payment of Construction Costs by State**

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans\*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

#### **19.7 State Incurred Costs**

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below. The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)  
Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

2. Construction Phase  
State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

#### **19.8 LPA Project Budget and Invoicing by State**

19.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

19.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

19.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

#### **19.9 Audit and Final Cost Settlement**

19.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

19.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 17.

PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

#### **19.10 Project Withdrawal**

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

### **SECTION 20. SUSPENSION OR TERMINATION**

#### **20.1 Suspension.**

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

## **20.2 Termination.**

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
  1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
    - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
    - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
    - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
    - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
    - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
    - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
  5. LPA's failure to sign any State requested project documents in a timely manner.
  6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
  7. LPA's breach of a provision of this Agreement.
  8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
  - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
  - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

#### **SECTION 21. FEDERAL AUDIT REQUIREMENT**

- 21.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 21.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 21.3 If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
  - Pass-Through Grantor:** Nebraska Department of Transportation
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** MAPA-5081(3)

21.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

#### **SECTION 22. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY**

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

#### **SECTION 23. INDEMNITY**

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

#### **SECTION 24. TRAFFIC CONTROL**

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

#### **SECTION 25. CONFLICT OF INTEREST LAWS**

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 26. DRUG FREE WORKPLACE**

LPA shall have an acceptable and current drug-free workplace policy on file with State.

**SECTION 27. RECORDS RESPONSIBILITY**

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

**SECTION 28. FAIR EMPLOYMENT PRACTICES**

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

**SECTION 29. DISABILITIES ACT**

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

**SECTION 30. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

**PROVISIONS**

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

**SECTION 31. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**31.1 Policy**

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

**31.2 Disadvantaged Business Enterprises (DBEs) Obligation**

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

### **SECTION 32. TITLE VI NONDISCRIMINATION CLAUSES**

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 32.1 **Compliance with Regulations:** LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 32.2 **Nondiscrimination:** LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 32.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 32.4 **Information and Reports:** LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 32.5 **Sanctions for Noncompliance:** In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
  - (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
  - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

32.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

### **SECTION 33. 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 34. 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.

### **SECTION 35. HOME RULE CHARTER**

State and LPA agree that:

- (a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of LPA will have a financial interest, direct or indirect, in any LPA contract. Any violation of this section with the knowledge of the person or corporation contracting with LPA will render the contract or agreement voidable by the Mayor or Council.

**(Remainder of page intentionally left blank.)**

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS:

CITY OF BELLEVUE, NEBRASKA  
Rusty Hike

\_\_\_\_\_  
LPA Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

For more information on completing this form, refer to NDOT 530 I

1.  New  Revised  
 State of Nebraska Department of Transportation  
**Local Public Agency (LPA)**  
**Project Programming Request**

For:  City  County  Other

2. LPA Name (and County):  
 City of Bellevue of Sarpy County Nebraska

3. Responsible Charge/Project Liaison:  
 Matthew Knight, PE

TO BE COMPLETED BY NDOT	
Control No.:	22983
Project No.:	MAPA-5081(3)
Project Name:	2025 Bellevue Major St Resurfacing
Project Coordinator:	Karen Majerus
Target Letting Date:	August 2026

**4. PURPOSE AND NEED/PROJECT DESCRIPTION**

Purpose and Need of Proposed Project (What is the problem to be resolved?):

The purpose of this project is to preserve the local transportation assets, improve the reliability of the transportation system and perpetuate the mobility of the traveling public. The need for this work is based on age, functional classification, use, and condition including rutting, shoving, raveling, spalling, potholes and other observable deterioration and wear for the selected segments. The assets will be preserved and improved, providing a smooth and higher durability asphalt surface for the traveling public.

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  New/Reconstruction  Maintenance  Other

Road, Street, Trail, Historical Renovation, Other	From	To	Length	National Functional Classification	National Highway System (Yes or No)
See Attached Segment Data					

Detailed Project Description (Location of Proposed Project, Logical Termini Justification, Location Map, Typical Cross Sections, etc.; attach any additional sheets necessary):

The proposed project is located at 7 selected segments throughout the City of Bellevue NE. Scope of work consists of milling of the existing surfaces (Portland Cement or Asphaltic Concrete Pavement), repair the underlying concrete or asphalt base pavement, and placing a new asphalt wedge and/or surface course. Following this, existing utility manholes, storm sewer grate inlets, and utility shut-off valve boxes will be adjusted-to-grade of the newly placed asphalt overlay. No grade raises or changes to existing lane configurations, or any other permanent alterations will occur to any existing traffic patterns. See attachments for segment details.

PE phase non participating and Construction/CE is AC'd

5. FUNDING TYPE:  STP  BR  HSIP  TA

**6. ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)**

	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
<b>7. PE Phase</b>	2024/2025					
a. PE				160,000.00		160,000.00
b. NEPA				70,000.00		70,000.00
c. Final Design	2025					0.00
d. RC						0.00
e. NDOT		8,000.00	2,000.00			10,000.00
<b>PE Subtotal</b>		<b>\$8,000.00</b>	<b>\$2,000.00</b>	<b>\$230,000.00</b>	<b>\$0.00</b>	<b>\$240,000.00</b>
<b>8. ROW</b>	2025					0.00
<b>9. Utilities</b>	2025					0.00
<b>10. Construction</b>	2025/2026	2,043,636.36	510,909.09			2,554,545.45
<b>11. CE Phase</b>						
a. CE		204,363.64	51,090.91			255,454.55
b. RC		0.00	0.00			0.00
c. NDOT		8,000.00	2,000.00			10,000.00

<b>CE Total</b>		\$212,363.64	\$53,090.91	\$0.00	\$0.00	\$265,454.55
<b>12. TOTAL</b>		\$2,264,000.00	\$566,000.00	\$230,000.00	\$0.00	\$3,060,000.00
<b>13. OTHER CONSIDERATIONS</b>						
a. Will special assessments district(s) be used to collect a portion of the required local funding match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
b. Project on One- & Six-Year Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Attach One- and Six-Year Plan Revision or New Plan Documentation.						
c. Does your LPA have a signed ADA Policy and a signed Title VI Nondiscrimination Agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach if not previously submitted.)						
<b>14. DESIGN DETAILS</b>						
	Existing	Proposed	Remarks/Existing Condition			
a. Surface Width			See Attachments			
b. Surface Type			See Attachments			
c. Shoulder Width			See Attachments			
d. Shoulder Type			See Attachments			
<b>15. EXISTING STRUCTURES</b>						
Structure No.	Feature Crossed	Type of Structure	Length	Width	Sufficiency Rating	Proposed Treatment
<b>16. SCHEDULE CONSIDERATIONS (Attach explanations and supporting documentation to this form)</b>						
Is there an expectation that the proposed project will involve any of the following:						
Yes No						
a. ROW Acquisition (including Easements)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Estimated No. of Tracts:			
b. Relocation of Residences or Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Residences	Businesses		
c. Utility Relocation or Adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Power	<input checked="" type="checkbox"/> Phone <input checked="" type="checkbox"/> Other
d. Railroad Involvement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Crossing	<input type="checkbox"/> Parallel	<input type="checkbox"/> Within 50'	
e. New Horizontal Alignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
f. Design Relaxation or Exception	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
g. NDOT Permit to Occupy	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
h. Has ROW already been acquired?	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
i. PE Procurement <input type="checkbox"/> RFP <input checked="" type="checkbox"/> Locally Funded <input type="checkbox"/> LPA In-House <input type="checkbox"/> On-Call						
j. CE Procurement <input type="checkbox"/> RFP <input type="checkbox"/> NDOT <input checked="" type="checkbox"/> On-Call <input type="checkbox"/> LPA In-House <input type="checkbox"/> N/A			<b>17. TRAFFIC DATA</b>			
k. Anticipated NEPA level <input type="checkbox"/> PA <input checked="" type="checkbox"/> PCE <input type="checkbox"/> CE <input type="checkbox"/> EA <input type="checkbox"/> EIS			Construction Year ADT	See Attached		
l. Project Scheduling Template: Asset Preservation/Maintenance - No ROW			Design Year ADT			
			% Trucks			
<b>18. ADDITIONAL REMARKS OR COMMENTS BY LPA</b>						
(Attach as needed) All construction will occur within the existing pavement, with no changes to the lane configuration, alignment or profile. Utilities noted/checked above refers to adjusting elevations of manholes, valves and grate inlets or vaults to eliminate bumps by matching the new asphaltic concrete surface elevation; typical to urban resurfacing work.						
<b>19. SIGNATURES</b>						
Requested by LPA Responsible Charge/Project Liaison: <i>Maria Ruiz</i>					Date: 10/31/2024	
Approved by MPO (if applicable): <i>Carlos Morales</i>					Date: 11/19/2024	
Approved by NDOT Local Projects Unit Head:					Date:	
Approved by NDOT Local Projects Engineer: <i>Jill Sando</i> 2024.11.04 11:13:13 AM					Date:	

EXHIBIT "A"

Approved by NDOT Local Assistance Division Manager: <i>[Signature]</i>	Date: <i>12/5/2024</i>
Approved by NDOT Program Management Engineer: <i>[Signature]</i>	Date: <i>12/13/24</i>

*This is not a contractual agreement.*

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN					
EXPENDITURES BY DEPARTMENT BY YEAR					
FISCAL YEAR 2024-25	DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
	Streets				
	ST 25(1) Major Street Resurfacing	3,060,000	3,060,000		
	ST 25(2) Concrete Projects	3,425,000	3,425,000	100,000	
	ST 25(3) Overlay Projects	1,485,000	1,485,000		
	ST 25(4) Reconstruction Projects	15,210,000	15,210,000		
	ST 25(5) South 36th Street	9,505,000	1,900,000	7,605,000	
	ST 25(6) Bridge Repairs	550,000	110,000	440,000	
	ST 25(7) Drainage Improvements	2,775,000	2,575,000	200,000	
	ST 25(8) Signal Improvements	980,000	980,000		
	ST 25(9) Asset Management	225,000	225,000		
	ST 25(10) Operations and Equipment	2,995,000	2,995,000		
	<b>Total</b>	<b>40,310,000</b>	<b>31,955,000</b>	<b>8,345,000</b>	
	<b>CIP 25(01) - Major Street Projects</b>	<b>3,060,000</b>	<b>3,060,000</b>		
	M146(245A,B) - Kayteen Dr; Gregg Rd E to Harvell Dr (Eng/Const)	580,000	580,000		RESURFACING (MAJOR)
	M146(270B) - Giles Rd; 42nd to 48th St (Closeout Const)	305,000	305,000		RESURFACING (MAJOR)
	M146(281B) - Freeman Dr/Jackson St; Harvell Dr to Wilkison Ave (Closeout)	375,000	375,000		RESURFACING (MAJOR)
	M146(282B) - Cascio Addition; Casco Dr (Closeout Const)	130,000	130,000		RESURFACING (MAJOR)
	M146(293B) - Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd	320,000	320,000		RESURFACING (MAJOR)
	M146(296B) - S 36th St; Harrison St to Chandler Rd (Engineering)	390,000	390,000		RESURFACING (MAJOR)
	M146(316B) - 25th St; 625' N/ Sautter Ave to Cornhusker Rd	960,000	960,000		RESURFACING (MAJOR)
	<b>CIP 25(02) - Concrete Projects</b>	<b>3,270,000</b>	<b>3,170,000</b>	<b>100,000</b>	
	M146(309A) - Gregg Rd, Bellevue Blvd N to Galvin Rd	260,000	260,000		REHAB ADVANCE CONCRETE REPAIRS
	M146(310A) - Harlan Dr, Galvin Rd to Arboretum Dr	550,000	550,000		REHAB ADVANCE CONCRETE REPAIRS
	M146(311A) - 25th St, Lynnwood Dr to Fairview Rd	465,000	465,000		REHAB ADVANCE CONCRETE REPAIRS
	M146(296C) - Ft Crook Road/13th St; Harrison to Cornhusker Rd	1,795,000	1,795,000		REHAB ADVANCE CONCRETE REPAIRS
	M146(385) - Galvin Rd from Casco Dr to Harvell; Harvell; from Galvin to Chateau	200,000	100,000	100,000	SIDEWALK INSTALLATION (CDBG)
	<b>Concrete Projects Costs Carried Over from 2023-24</b>	<b>255,000</b>	<b>255,000</b>		
	M146(233A) - Area: 36th to 42nd St, Suburban Dr to Giles Rd	30,000	30,000		REHAB ADVANCED CONCRETE REPAIRS
	M146(286A) - Ft Crook Rd; Cornhusker Rd to Capehart Rd	45,000	45,000		REHAB ADVANCED CONCRETE REPAIRS
	M146(292A) - Area: Harrison St to Borman St, 45th to 48th St	30,000	30,000		REHAB ADVANCED CONCRETE REPAIRS
	M146(293A) - Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd	45,000	45,000		REHAB ADVANCED CONCRETE REPAIRS
	M146(296a) - S 36th St; Harrison to Chandler	30,000	30,000		REHAB ADVANCED CONCRETE REPAIRS



RESOLUTION

SIGNING OF THE PROJECT PROGRAM AGREEMENT-BL2501

City of Bellevue

Resolution No. \_\_\_\_\_

**Whereas:** City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds; and

**Whereas:** City of Bellevue understands that it must strictly follow all 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 Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

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

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOT.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: MAPA-5081(3)

NDOT Control Number: 22983

NDOT Project Name: 2025 Bellevue Major St Resurfacing Street

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The City Council of the City of Bellevue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

16a.  
2/4/2025

COUNCIL MEETING DATE: 02/04/2025	SUBMITTED BY: Rich Severson	Finance 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:**

Extension of Custom Farming Contracts for 2025

**SYNOPSIS/BACKGROUND:**

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contracts: (1) Fifteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$17,750.24. The number of tillable acres has declined and is expected to decline further as the city puts the land to its intended use. (2) Fifteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest corn on the approximately 62 acres near the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, in an amount not to exceed \$14,956.88.

FISCAL IMPACT: +10,000	BUDGETED FUNDS?: YES	GRANT/MATCHING FUNDS?: NO
------------------------	----------------------	---------------------------

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Justin Thoms	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Custom Farming Contract 2025		
CONTRACT EFFECTIVE DATE: 01/01/2025	CONTRACT TERM: 1 Year	CONTRACT END DATE: 12/31/2025
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: Farm	ACCOUNT NUMBER: 6525	

**RECOMMENDATION:**

Approve the Fifteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$17,750.24 and the Fifteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex in an amount not to exceed \$14,956.88 and waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000.

**ATTACHMENTS:**

- |  |  |  |
|--|--|--|
| 1. Fifteenth Extension-Capehart 36 Acres         | 2. Attachment A Bid for Capehart Farm-36 Acres | 3. Fifteenth Extension-Cunningham 62 Acres |
| 4. Attachment B Bid for Cunningham Farm-62 Acres | 5.   | 6.   |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*James Willis*  
\_\_\_\_\_  
*Justin Thoms*  
\_\_\_\_\_

**Fifteenth Extension to the Contract**

This Custom Farming Contract for the Capehart Farm property located at 36<sup>th</sup> and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020, on February 15, 2022, on February 21, 2023, and on January 16, 2024, shall be further extended from January 1, 2025 to December 31, 2025, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this 4<sup>th</sup> day of February, 2025.

CITY OF BELLEVUE, Nebraska

ATTEST:

By: \_\_\_\_\_  
Mayor, Rusty Hike

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

**Attachment "A"**  
**Fifteenth Extension to the Justin Thoms' Capehart Farm Contract**

The bids below are given with the rough estimate of 36 acres of Corn for the Capehart farm. 01/08/2025

36 acres

<b>Operation</b>	<b>Unit</b>	<b>Rate</b>	<b>Total Bid</b>	<b>Notes</b>
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$200	This is the amount not to exceed
Fertilizer & application. (\$152 +\$25 app)	Acre	\$177.00	\$6,372.00	None needed for soybeans
Corn Planting – (\$95 seed+\$20 app)	Acre	\$115.00	\$4,140.00	Enlist soybean
Pre-emerge herbicide (\$48.69 + \$9.50 app)	Acre	\$58.19	\$2,094.84	
Post herbicide (\$33.65 + \$9.50 app)	Acre	\$43.15	\$1,553.40	
Combine crops	Acre	\$40	\$1,440.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$1,350.00	
Mowing of waterways and the 9 acres along 40 <sup>th</sup> street once in the summer.	Hr	\$100	\$600	
		<b>Estimated TOTAL:</b>	<b>\$17,750.24</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$9.50 application  
 Contact Justin Thoms at 402-658-1929 with any questions.

**Fifteenth Extension to the Contract**

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex (AKA Cunningham Farm, west and south of Harlan Lewis Rd and Cunningham Rd), Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020 on February 15, 2022, on February 21, 2023, and on January 16, 2024, shall be further extended from January 1, 2025 to December 31, 2025, at the rates and charges specified on the attached Attachment "B", which is hereby made a part of this contract.

Dated this 4<sup>th</sup> day of February, 2025.

CITY OF BELLEVUE, Nebraska

ATTEST:

By: \_\_\_\_\_  
Mayor, Rusty Hike

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

**Attachment "B"**  
**Fifteenth Extension to the Justin Thoms' Bellevue Sports Complex Contract**

The bids below are given with the rough estimate of 62 acres of Soybeans located at the Bellevue Sports Complex. 01/08/2025  
62 acres

<b>Operation</b>	<b>Unit</b>	<b>Rate</b>	<b>Total Billed</b>	<b>Notes</b>
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$0	None needed at this farm for 2025
Fertilizer & application. (\$0 +\$27 app)	Acre	\$0.00	\$0.00	None needed for corn
Soybean Seed – (\$50 seed+\$20 app)	Acre	\$70.00	\$4,340.00	Enlist soybeans
Pre-emerge herbicide application (\$47.83 + \$9.50 app)	Acre	\$57.33	\$3,554.46	
Post spraying (\$51.91 + \$9.50 app)	Acre	\$61.41	\$3,807.42	
Combine crops	Acre	\$40	\$2,480.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$775.00	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		<b>Estimated TOTAL:</b>	<b>\$14,956.88</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$9.50 application  
Contact Justin Thoms at 402-658-1929 with any questions.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 2/4/2025		SUBMITTED BY: Julie Dinville	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Master Agreement Between Bellevue Public Library and SirsiDynix

SYNOPSIS/BACKGROUND:

SirsiDynix has been the automation vendor for the library since 1994. The Bellevue Public Library is currently using SirsiDynix's Integrated Library System (ILS) Symphony, Version 3.7.1 and will be upgrading to 4.0 in February. The library has, generally, remained satisfied with the SirsiDynix product as it provides significant functionality and continued upgrades and development of new products. The library has traditionally signed long-term agreements (LTAs) with SirsiDynix to lock in discounted prices over an extended period. The proposed agreement would be for seven years through Fiscal Year 2031-2032. The library's current agreement with SirsiDynix expires in April 2025. The cost for the ILS is a regular, budgeted item for the library.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Master Agreement Between Bellevue Public Library and SirsiDynix

CONTRACT EFFECTIVE DATE: 4/1/2025 CONTRACT TERM: 7 years CONTRACT END DATE: 3/31/32

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: 6451 ACCOUNT NUMBER:

RECOMMENDATION:

The library recommends that Mayor Hike sign the new Master Agreement Between Bellevue Public Library and SirsiDynix to extend service through March 31, 2032.

ATTACHMENTS:

1. Master 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:

*Donna K. Hallie*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# MASTER AGREEMENT BETWEEN BELLEVUE PUBLIC LIBRARY AND SIRSIDYNIX

## 1. PURPOSE AND SCOPE

**1.1 Parties and Effective Date.** This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

**1.2 Purpose.** This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

**1.3 Incorporation of Quotes.** "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

**1.4 Incorporation of EULAs.** Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

**1.5 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

## 2. PRODUCTS USE RIGHTS; TITLE

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

**2.2.1 Software License.** Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

**2.3.1 Subscriptions.** For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: \_\_\_\_\_

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

**2.4.1 Services.** Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5. Software Maintenance.** **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

**2.6.1 Hardware and Hardware Maintenance.** Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

**2.7 License Metrics.** Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

**2.9 Restrictions.** Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

**Customer Initial and Date:** \_\_\_\_\_

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Upon expiration of this Agreement, SirsiDynix's sole obligation to Customer with respect to Customer Data will be:

(i) In the case of data stored in a Symphony ILS, extracting the entire ILS data set in a documented database-independent ASCII format and storing the resulting files on Customer's server (or on a hosted SFTP server for Subscription customers). Authority and bibliographic records (including items) will also be extracted and delivered in MARC21 format.

(ii) In the case of data stored in a Horizon ILS, providing a backup of the database in the standard backup format for the database..

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

**2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

### 3. FINANCIAL TERMS

**3.1.1 Fees and Payment Terms.** The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes.** Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**3.3 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

### 4. CONFIDENTIALITY

**4.1 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or

available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

### 5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

### 6. INDEMNIFICATION

**6.1.1 By SirsiDynix.** SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

### 7. WARRANTIES; REMEDIES; DISCLAIMERS

**7.1 SirsiDynix Software.** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix

Customer Initial and Date: \_\_\_\_\_

and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 SirsiDynix Subscriptions.** SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

**7.3 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

**7.4 Third Party Products.** SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

**7.5 Hardware.** SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

**7.6 Disclaimers.** THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR

UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

## 8. EXCLUSION AND LIMITATION OF LIABILITY

**8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

## 9. TERM AND TERMINATION

**9.1 Term of Master Agreement.** Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

**9.2 Product and Services Term.** The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

**9.3.1 Termination.** Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

**9.4. Suspension.** SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: \_\_\_\_\_

**10. GENERAL PROVISIONS**

**10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

**10.2 Assignment.** SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

**10.3 Cooperation.** Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

**10.4 Delegation.** SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

**10.5 Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.6 Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

**10.7 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.8 Compliance.** During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

**10.9 Notices.** Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at [legal@sirsidynix.com](mailto:legal@sirsidynix.com), or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.10 Relationship.** The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.11 Invalidity.** If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.12 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

**10.13 No Waiver.** Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.14 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.15 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

**10.16 Governing Law and Venue.** The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.17 Application of Laws.** The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

**Customer Initial and Date:** \_\_\_\_\_

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.20 Attorney's Fees.** In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

**10.19 Headings and Drafting.** The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

\*\*\*\*\*

**END OF MASTER AGREEMENT**

<b>Bellevue Public Library</b> 1003 Lincoln Road Bellevue, Nebraska 68005 United States	<b>Sirsi Corporation</b> SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Customer Initial and Date:** \_\_\_\_\_

**Exhibit A - DEFINITIONS**

**“Circulation”** means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

**“Confidential Information”** means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

**“Content”** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

**“Customer Data”** means any electronic data, information or material provided or submitted by Customer (including the Customer’s patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer’s patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

**“Documentation”** means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

**“Effective Date”** is defined in section 1.1.

**“Error”** means a material failure of a Product to conform to its functional specifications described in the Documentation.

**“EULA”** means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

**“Go Live Date”** means the date on which the Products are substantially ready for operational use for normal daily business.

**“Hardware”** means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

**“Intellectual Property”** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**“Internal Business Purposes”** means Customer’s internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

**“License Metrics”** means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

**“Maintenance”** means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix’s support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidyndix.com>.

**“Operating Environment”** means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

**“Professional Services”** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

**“Products”** means Software, Subscriptions, Subscription Software, Services and Hardware.

**“Protected Materials”** means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix’s or its licensors’ Intellectual Property and Confidential Information.

**“Quote”** is defined in Section 1.3.

**“Services”** means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

**“SirsiDynix Software”** means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

**“Software”** means the SirsiDynix Software and Third Party Software.

**“Subscriptions”** means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

**“Subscription Software”** means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

**“Term”** is defined in section 9.2.

**“Titles”** means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

**“Third Party Products”** means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

**“Updates”** means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

**“Users”** means Customer’s employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

**Customer Initial and Date:** \_\_\_\_\_



SirsiDynix Technology Center  
3300 N. Ashton Boulevard,  
Suite 500  
Lehi, UT 84043  
Phone: 800-288-8020

## QUOTE

Quote Q-01544 for:

# *Bellevue Public Library*

Bellevue Public Library - 7 Year Agreement

Quote valid until: March 5, 2025  
Prepared by: Linda Bone, Inside Account Manager

The information in this Quote is proprietary, confidential and a trade secret of SirsiDynix. Disclosure to any person who is not an employee or professional advisor of the organization named on the cover sheet is prohibited.

## Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Initial Term: 7 year(s)

Initial Term Annual Price Increase Cap for SirsiDynixProducts/Services: 1.900% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to existing Products/Services and new purchased Products/Services. The schedule of products is provided in Renewal Quote 30006120240819SG accompanying this Quote.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third-Party Products and Third-Party Services if the vendor increases its pricing for such items.

Any applicable discount shall be applied on final payment. Any pre-printed terms and conditions on Customer's purchase order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

## Terms and Conditions

Upon execution by both parties, this Quote will be incorporated into, and governed by, the agreement dated 4/1/2025 executed between SirsiDynix and Customer.

Customer shall not integrate products offered by third parties into Software or Subscriptions without a specific license to do so from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If Third-Party EULAS are attached to this Quote, the terms and conditions contained therein will govern Customer's use of the associated Third-Party Products and Third-Party Services in addition to these Terms and Conditions.

## Renewal and Payment Terms

The term of each quoted Subscription is for no less than the Initial Term and will automatically renew for consecutive subsequent terms equal to the Initial Term. Subscription and Support fees will be paid annually in advance. Following the first year of System operation, Subscription and Support fees will be subject to annual increases. Unless otherwise specifically stated in writing, Products and/or Services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Any Access Metrics included in this quote will apply only to the Products and/or Services described herein.

# Signature(s)

**Customer Signature:**

**Bellevue Public Library**

By: _____	Job Title: _____
(Authorized Signature)	

Name: _____	Date: _____
(Printed)	

**Sirsi Corporation dba SirsiDynix Signature**

By: _____	Job Title: _____
(Authorized Signature)	

Name: _____	Date: _____
(Printed)	

**Billing Address:**

Bellevue Public Library  
 1003 Lincoln Road  
 Bellevue  
 Nebraska  
 68005  
 United States



LTA Renewal Quote: 30006120240819SG

Bellevue Public Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From To	POI Date	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032
11440	Sirsi Dynix Symphony SaaS Hosting Fee		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
10755	Sirsi Dynix Symphony SaaS Core		1	1-Apr - 31-Mar		6,728.02	8,855.85	6,986.11	7,118.85	7,254.11	7,391.94	7,532.38
10768	Sirsi Dynix Symphony SaaS Reference LIBRARIAN		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
11216	Sirsi Dynix Symphony SaaS SmartPort, Unlimited Users		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
11200	Horizon-to-SirsiDynix Symphony SaaS iBistro PAC Option		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
10761	Sirsi Dynix Symphony SaaS Acquisitions		1	1-Apr - 31-Mar		1,508.14	1,536.79	1,565.99	1,595.75	1,626.07	1,656.96	1,688.44
10771	Sirsi Dynix Symphony SaaS Serials		1	1-Apr - 31-Mar		1,508.14	1,536.79	1,565.99	1,595.75	1,626.07	1,656.96	1,688.44
10777	Sirsi Dynix Symphony SaaS Universal SIP2		1	1-Apr - 31-Mar		1,508.14	1,536.79	1,565.99	1,595.75	1,626.07	1,656.96	1,688.44
11432	SIP2 License when purchased with Bibliotheca, 3M, OverDrive or EmissionWare products	Bibliotheca	1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
13639	BLUEcloud Mobile, Annual Subscription		1	1-Apr - 31-Mar		4,911.09	5,004.40	5,099.48	5,196.37	5,295.11	5,395.71	5,498.23
13696	BLUEcloud Mobile Services for BLUEcloud Mobile App Delivery, Annual Subscription		1	1-Apr - 31-Mar		197.76	201.52	205.35	209.25	213.22	217.27	221.40
13149	BLUEcloud MobileCirc, Annual Subscription		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
12855	SirsiDynix Enterprise, SaaS Annual Subscription		1	1-Apr - 31-Mar		2,285.26	2,328.68	2,372.92	2,418.01	2,463.95	2,510.77	2,558.47
12320	Web Services, Basic for SirsiDynix Enterprise		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
13040	SirsiDynix Resource Central Gateway Services, Annual Subscription		1	1-Apr - 31-Mar		1,406.30	1,433.02	1,460.25	1,487.99	1,516.26	1,545.07	1,574.43
13137	SirsiDynix eRC Connector for OverDrive, Annual Subscription		1	1-Apr - 31-Mar		0.00	0.00	0.00	0.00	0.00	0.00	0.00
12989	Sirsi Dynix SMS Notification for Symphony SaaS, Annual Subscription - Upgrade to 25K Message Package		1	1-Apr - 31-Mar		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
14220	Syndetics Unbound Base Package, Annual Subscription		344	1-Apr - 31-Mar		1,465.09	1,523.69	1,584.64	1,648.03	1,713.95	1,782.51	1,853.81
<b>Total</b>						<b>\$ 23,017.94</b>	<b>\$ 23,457.55</b>	<b>\$ 23,996.74</b>	<b>\$ 24,365.74</b>	<b>\$ 24,834.69</b>	<b>\$ 25,314.16</b>	<b>\$ 25,804.86</b>

All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.

\*\*\*\*Due to changes in sales tax laws, we are requesting updated tax exemption certificates from all customers. Tax may be added to your invoice even though you are exempt if we do not receive the exemption

Signature authorizes SirsiDynix to raise an invoice in accordance with this quote.

This pricing is based on a 1.9% uplift and is dependent upon the signing of a 7 year LTA.

Any questions regarding this quote can be directed to:  
 Sarah Goodman  
 Sarah.Goodman@SirsiDynix.com

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
2/4/2025

COUNCIL MEETING DATE: 02/04/2025		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

GMP Amendment MCL- Surcharge, Tree Removal at Bellevue Bay Water Park

SYNOPSIS/BACKGROUND:

This item pertains to the amendments to the Guaranteed Maximum Price Agreement with MCL to initiate surcharge grading, and tree removal on the Bellevue Bay Indoor Water Park Site.

FISCAL IMPACT: \$667,087 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Guaranteed Maximum Price Amendment

CONTRACT EFFECTIVE DATE: 02/05/2024 CONTRACT TERM: Until Completed CONTRACT END DATE: Until Completed

PROJECT NAME: Bellevue Bay Indoor Water Park

START DATE: 02/05/2025 END DATE: PAYMENT DATE: INSURANCE REQUIRED: N/A

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

- GMP Amendment 02
- Exhibit B
- Olsson Surcharge Proposal
- Pink Grading Surcharge Proposal
- Pink Tree Removal Proposal
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 2, 2025

MCL Construction  
Attn: Tyler Adams  
Project Executive  
14558 Portal Cir,  
Omaha, NE 68138

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Bellevue Water Park ("Project") Bellevue, NE

Dear Tyler:

It is our understanding that MCL Construction ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:                    Upon receipt of signed proposal.

Anticipated Completion Date:

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense **fee estimate of Thirty Thousand and Nine Hundred Dollars. (\$30,900).**

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tyler Adams. 402-339-2221.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of [maximum 30] days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Terry L. Rothanzl, RLS

By   
Dan Hanna

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**MCL Construction**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

General Provisions

Scope of Services

Standard Labor Rate Schedule

Reimbursable Expense Schedule



## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 2, 2025, between MCL Construction ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bellevue Water Park ("Project")  
Bennington, NE

Project Description: Construction Staking Mass Grading & Surcharge Package

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### SURVEY SERVICES

##### Task 1 – Grading

- Stake perimeter Toe and Tops of Surcharge Limits, Over X areas and silt basin.

##### Task 2 – SF - LOD

- Stake all Silt Fence and Limits of disturbance lines 50' on tangents and 25' along curves.

##### Task 3 – Storm Sewer

- Stake the storm lines on an offset at a minimum of 50 feet with grades to the rim and invert elevations.

##### Task 4 – Control

- Stake new or mark up existing control as specified by the client.

##### Task 5 – Verify Surcharge

- Olsson will provide a topographic exhibit of the surcharge and over x areas for verification.

##### Task 6 – Settlement Plate Monitoring

- Olsson will provide Bi-weekly or weekly readings per the clients request.

#### Assumptions:

Olsson Survey will not install settlement plate as part of this scope and fee.

## **ADDITIONAL ITEMS**

- **Any staking outside of the Scope of Services will be billed at Time and Expense as outlined on attached 2025 Rate Schedule.**
- **Re-staking will be discussed and documented by an Olsson representative and a representative from MCL Construction prior to being staked. Both parties must agree and sign off on staking and time associated with it (See attached Additional Services Sheet). Re-staking will be billed Time and Expense as outlined on attached 2024 Rate Schedule.**



## 2024 Survey Services Labor Billing Rate Schedule

Service	Rate
<b>Survey</b>	
Survey Intern	\$ 60.00/hr
Assistant Technician/Surveyor	\$ 85.00/hr
Associate Technician/Surveyor	\$ 115.00/hr
Senior Technician/Surveyor	\$140.00/hr
Technical Manager/Senior Surveyor	\$194.00/hr
Survey Group Leader	\$150.00/hr
1-Person Survey Crew	\$140.00/hr
2-Person Survey Crew	\$200.00/hr
3-Person Survey Crew	\$260.00/hr
3D HD Scanning Crew	\$250.00/hr
UAV Pilot	\$250.00/hr
UAV Assistant	\$85.00/hr

### General Terms and Conditions for All Services:

- These Unit Fees are in effect until January 1, 2024. Services and fees not listed above will be quoted upon request.
- Services provided on weekends, holidays, and in excess of 8 hours/day will be charged at 1.5 times the Unit Fee.

## CURRENT REIMBURSABLE EXPENSE DETAIL

### Travel

Personal Vehicles	0.545 /mile
Suburban/Pickups	0.75 /mile

### OA Fleet Cars/Vans/SUV

Under 150 Miles	0.545 /mile
Over 150 Miles	85.00 /day

### Miscellaneous Materials/Supplies/Services

Supplies	Cost +10%
Outside Billings	Cost +10%
Telephone	Cost +10%
Consultants	Cost +10%
Laboratory	Cost +10%

### Filing Fees

City	2.50 /each
Rural	5.00 /each

### **Office Expenses\***

Copies BW - All <i>Konica &amp; Textronix</i>	0.15 /each
Copies Color 8.5 x 11	0.50 /each
Copies Color 8.5 x 14	0.50 /each
Copies Color 11 x 17	1.00 /each
KIP Bond	0.20 /sq ft
KIP Vellum	0.70 /sq ft
KIP Film-Mylar	3.00 /sq ft
HP DesignJet BW - Bond	0.20 /sq ft
HP DesignJet BW - Film-Mylar	3.00 /sq ft
Large Format Print-Color	2.50 /sq ft
Large Format Print-Presentation	5.00 /sq ft

### **Survey Supplies & Equipment\***

Survey Supplies	Estimated Costs
Wood Lath - Various Sizes	0.70 /each*
Wood Hubs (2x2x8)	0.35 /each*
Wood Guards (Stakes) (1x2x18)	0.35 /each*

Pipe	5.25 /each
Flags	0.10 /each
Flagging Tape	1.50 /roll
Paint	4.40 /can
Rebar (1/2")	1.20 /each
Rebar (3/4")	1.75 /each
Rebar (5/8")	1.66 /each

### **Equipment**

GPS	25.00 /hour
EDM ( Total Station-A)	10.00 /hour
EDM ( Total Station-B)	5.00 /hour
4-WD ATV	60.00 /day

Field Tests*	Estimated Costs
Aggregate	30.00 /test
Concrete	65.00 /test
Troxler Nuclear Density Gauge (Compaction Tests)	25.00 /test 100.00 /day max
Cylinder Breaks	10.00 /break
Cylinder Breaks Reserve	4.00 /each

Jack Hammer	Current Rental Rates
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\*This does not reflect a complete list of items that are chargeable by OA. Costs subject to change.

**Shaded costs are estimates only and vary by region. Consult your local survey team for current billing rates.**



## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 2, 2025 between MCL Construction ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the

fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused

by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be

responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants,

motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.



**Project:** Bellevue Waterpark  
**Addendums:**  
**Date:** November 22, 2024  
**Contact Info:** (O) 402-592-1034 ; (F) 402-591-1035  
 4920 S 66th Plz, Omaha, NE 68117  
 John : 402-681-2930  
 Evan : 402-590-7784

	Scope of work:	Totals
01	Mobilization	\$ -
02	Strip and stockpile topsoil onsite.	\$ -
03	Erosion Control; Install silt fence and construction entrance.	\$ -
04	Overexcavation of southern exterior footings to 3' below footing elevation 1113.5 and recompact to subgrade of 1119.33.	\$ -
05	Overexcavation of support building footings to 3' below footing elevation 1100 and recompact to subgrade of 1119.33. To occur prior to surcharge install.	\$ -
06	Grading; Use excess cut from overexcavation in structural fill. Import remaining structural fill required to meet subgrade elevation.	\$ -
07	Install surcharge. Dirt for surcharge to be borrowed from source inside LOD.	\$ -
08	Remove surcharge & return dirt borrowed onsite and return lot to original grade.	\$ -
09	Furnish & Install pipe, riser and rip rap required for basin.	\$ -
10		\$ -
11		\$ -
12		\$ -

**Add 2% to base bid if bond required**

**Pink Grading Inc, is pleased to submit the following proposal:**

<b>Grand Total</b>	<b>\$</b>	<b>724,547.00</b>
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**Inclusions:** If not specifically included within, then it is excluded

**Exclusions:** LABOR SALES TAX, PERMITS, BOND, LAYOUT & STAKING, TESTING, DEWATERING, REMOVAL OF ANY UNKNOWN OR HIDDEN UNDERGROUND ITEMS, BUILD PCC & ASPHALT PAVEMENT, PAVEMENT SUBGRADE PREPARATION, BUILD SANITARY & STORM SEWERS, DISCONNECTING & CAPPING OR SEALING & REMOVING UTILITIES, EXCAVATE & BACKFILL UTILITY TRENCHES, UTILITIES INSTALLATIONS, UTILITY & FOOTING SPOILS, SIGNAGE & PAVEMENT MARKINGS, PAVEMENT SAWCUT, TEMPORARY BARRIERS, TRAFFIC CONTROL, CONSTRUCT BUILDING FOOTINGS, EXCAVATE FOR FOOTINGS, MAINTENANCE & REMOVAL OF SILT FENCE, ANY EROSION CONTROL ITEM NOT LISTED, REMOVE & REPLACE FROST LADEN SOIL, TEMPORARY OR PERMANENT SEEDING AND SOD REMOVAL OF ANY HAZARDOUS OR CONTAMINATED SOILS & MATERIALS, TEMPORARY ROCK FOR LAYOUT/HAULROADS/CONSTRUCTION TRAILERS, RETAINING WALL BACKFILL & EXCAVATION, STORM RETENTION EXCAVATION & BACKFILL, IMPORT OF TOPSOIL, FINE GRADE FOR SIDEWALKS, NIGHT WORK, SEE ADDITIONAL EXCLUSIONS ABOVE

**Extras:**

- 1) Recycled concrete can be delivered for \$15/Ton
- 2) Spoils can be removed for \$170/Load
- 3)

**This proposal is valid for 15 calendar days unless stated otherwise within.**

**Pink Grading Inc.**  
**EST. 1970**



**Project:** Waterpark - Tree Clearing  
**Addendums:**  
**Date:** January 27, 2025  
**Contact Info:** (O) 402-592-1034 ; (F) 402-591-1035  
 4920 S 66th Plz, Omaha, NE 68117  
 John : 402-681-2930  
 Evan : 402-590-7784

	Scope of work:	Totals
01	Mobilization	\$ -
02	Tear down and pile all trees and stumps highlighted in attached.	\$ -
03	Grind and haul off tree/stump piles.	\$ -
04		\$ -
05	<b>All trees will be down prior to 2/15 and all trees will be hauled off site by 4/1.</b>	\$ -
06		\$ -
07		\$ -
08		\$ -
09		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -

**Add 2% to base bid if bond required**

**Pink Grading Inc, is pleased to submit the following proposal:**

<b>Grand Total</b>	<b>\$ 38,800.00</b>
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**Inclusions:** If not specifically included within, then it is excluded

**Exclusions:** LABOR SALES TAX, PERMITS, BOND, LAYOUT & STAKING, TESTING, DEWATERING, REMOVAL OF ANY UNKNOWN OR HIDDEN UNDERGROUND ITEMS, BUILD PCC & ASPHALT PAVEMENT, PAVEMENT SUBGRADE PREPARATION, BUILD SANITARY & STORM SEWERS, DISCONNECTING & CAPPING OR SEALING & REMOVING UTILITIES, EXCAVATE & BACKFILL UTILITY TRENCHES, UTILITIES INSTALLATIONS, UTILITY & FOOTING SPOILS, SIGNAGE & PAVEMENT MARKINGS, PAVEMENT SAWCUT, TEMPORARY BARRIERS, TRAFFIC CONTROL, CONSTRUCT BUILDING FOOTINGS, EXCAVATE FOR FOOTINGS, MAINTENANCE & REMOVAL OF SILT FENCE, ANY EROSION CONTROL ITEM NOT LISTED, REMOVE & REPLACE FROST LADEN SOIL, TEMPORARY OR PERMANENT SEEDING AND SOD REMOVAL OF ANY HAZARDOUS OR CONTAMINATED SOILS & MATERIALS, TEMPORARY ROCK FOR LAYOUT/HAULROADS/CONSTRUCTION TRAILERS, RETAINING WALL BACKFILL, STORM RETENTION EXCAVATION & BACKFILL, IMPORT OF TOPSOIL, SURCHARGE, OVEREXCAVATION, FINE GRADE FOR SIDEWALKS, NIGHT WORK, SEE ADDITIONAL EXCLUSIONS ABOVE

**Extras:**

- 1) Recycled concrete can be delivered for \$18/Ton
- 2) Spoils can be removed for \$170/Load
- 3)

**This proposal is valid for 15 calendar days unless stated otherwise within.**

**Pink Grading Inc.**  
**EST. 1970**



# DRAFT AIA® Document A133™ - 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the «20th» day of «January» in the year «2025 », is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «16th» day of «September» in the year «2024 » (the “Agreement”)  
*(In words, indicate day, month, and year.)*

for the following PROJECT:  
*(Name and address or location)*

Bellevue Bay Indoor Water Park  
Highway 75 and 34; Northwest corner  
*(Name, legal status, and address)*

City of Bellevue  
Nebraska Municipality  
1500 Wall Street  
Bellevue, NE 68005  
**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

Meyers, Carlisle, Leapley Construction Company, Inc.  
(d/b/a MCL Construction)  
14558 Portal Circle  
La Vista, NE 68138  
Office: 402-339-2221

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
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#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed «Twenty Million, Eight Hundred Eighty-Two Thousand, Four Hundred Eighty-Two

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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Dollars » (\$20,882,482.00 » ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

- 1) Exhibit "B" – MCL GMP Amendment #2 Cost Breakdown letter dated 01/20/2025
- 2) Exhibit "C" – Pink Grading, Inc. proposal dated 11/22/2024
- 3) Exhibit "D" – Olsson surcharge survey and monitoring proposal dated 01/02/2025

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[ « » ] The date of execution of this Amendment.

[ «X » ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

«Per Section 3.3.1.2 of the executed AIA A133-2019 Agreement »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[  ] Not later than  (  ) calendar days from the date of commencement of the Work.

[  ] By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

**§ A.3.1.2** The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

«N/A»

Section	Title	Date	Pages

**§ A.3.1.3** The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

«N/A»

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's*

roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

« See Exhibit "B" »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«See Exhibit "B" »

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

« N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Rusty Hike, Mayor  
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Anthony J. Fucinaro III, Managing Principal »« »  
(Printed name and title)



construction | the people you build with

Meyers Carlisle Leapley Construction  
14558 Portal Circle  
La Vista, NE 68138  
O 402-339-2221 F 402-339-2114  
mclconstruction.com

Date: 01/20/2025  
Re: Bellevue Bay Indoor Water Park Project  
Exhibit B - GMP Amendment #02  
To: Harrison Johnson  
Director of Economic and Community Development

Mr. Johnson,

Per your request, please see a breakdown of the anticipated values that will be included in GMP Amendment #02 for the Bellevue Bay Indoor Waterpark project.

GMP AMENDMENT 01 (Previous)

1. MCL Preconstruction fee:	\$15,000.00
2. Whitewater West Package:	\$8,418,547.00
3. Whitewater West Performance & Payment bond (2.24%):	\$188,707.00
4. OpenAire Package:	\$11,014,800.00
5. OpenAire Performance & Payment bond (2.00%)	<u>\$220,000.00</u>
	SUBTOTAL-1:
	\$19,857,054.00
6. MCL fee (2.00%) on items 1-5 above:	<u>\$397,141.00</u>
	SUBTOTAL-2:
	\$20,254,195.00

GMP Amendment 01 Clarifications (Previous):

1. The Whitewater West figure of \$8,607,254.00 is based on their proposal dated 09/27/2024. This figure does not include any pre-payments that have/may have occurred prior to this date. Any modifications to the scope of the proposal dated 09/27/2024 (additive or deductive) may entitle MCL Construction to an equitable adjustment in contract time and/or Guaranteed Maximum Price.
2. The OpenAire figure of \$11,234,800.00 is based on their proposal dated 09/17/2024. This figure does not include any pre-payments that have/may have occurred prior to this date. Any modifications to the scope of the proposal dated 09/27/2024 (additive or deductive) may entitle MCL Construction to an equitable adjustment in contract time and/or Guaranteed Maximum Price.
3. GMP Amendment #01 is a partial amendment and does not represent the full or final cost of the Bellevue Bay Indoor Water Park project.
4. MCL Construction is proceeding under directive from the City of Bellevue for material procurement purposes and to mitigate potential cost escalation associated with items listed above.
5. This current GMP Amendment does not include any General Conditions required to execute the work identified above - this will need to be added in a subsequent GMP Amendment.
6. This current GMP Amendment cannot be built without the balance of the complete project scope being approved by forthcoming GMP Amendment(s).
7. MCL Construction is not responsible for any change or cancellation fees directed by the Owner related to the items included in this GMP Amendment – any such fees will be passed on directly to the Owner.
8. MCL Construction is not responsible for design services – approval of this Amendment assumes the Architect and all coordinating professionals are conforming with all applicable and governing codes and requirements related to this scope of work.
9. MCL Construction will invoice per Subcontractor payment schedules listed in the attached proposals.



construction | the people you build with

Meyers Carlisle Leapley Construction  
14558 Portal Circle  
La Vista, NE 68138  
O 402-339-2221 F 402-339-2114  
mclconstruction.com

**GMP AMENDMENT 02 (Current)**

- |  |                    |
|--|--------------------|
| 1. OpenAire sales tax credit                       | \$(210,000.00)     |
| 2. Surcharge grading scope (Pink Grading)          | \$724,547.00       |
| 3. Pink Grading Performance & Payment bond (2.00%) | \$14,490.00        |
| 4. Surveying & Surcharge Monitoring                | \$30,900.00        |
| 5. MCL Supervision (8 weeks)                       | \$38,090.00        |
| 6. Construction Contingency (3.00%)                | <u>\$17,941.00</u> |

SUBTOTAL-1: \$615,968.00

- |  |                    |
|--|--------------------|
| 7. MCL fee (2.00%) on items 1-6 above: | <u>\$12,319.00</u> |
|--|--------------------|

**SUBTOTAL-2: \$628,287.00**

**GMP SUMMARY**

- |                     |                     |
|---------------------|---------------------|
| 1. GMP Amendment 01 | \$20,254,195.00     |
| 2. GMP Amendment 02 | <u>\$628,287.00</u> |

**UPDATED GMP: \$20,882,482.00**

**GMP Amendment 02 Clarifications (Current):**

1. GMP Amendment 02 includes an adjustment to the existing GMP for work identified on the Mass Grading & Surcharge drawings dated 11/15/2024 as issued by Olsson Engineering.
2. The OpenAire sales tax credit of \$210,000.00 was discovered during the final stages of negotiation of this contract – OpenAire had included sales tax in their proposal in error.
3. The Pink Grading figure of \$739,037.00 is based on their proposal dated 11/22/2024 and the Olsson drawings identified in item #1 above.
4. The Olsson Surveying & Surcharge Monitoring figure of \$30,900.00 is based on their proposal dated 1/2/2025 and the drawings identified in item #1 above.
5. MCL Supervision is based on the estimated duration of oversight needed for construction activity related to GMP Amendment 02 only.

Respectfully,

*Tyler Adams*

Tyler Adams  
Project Executive  
MCL Construction

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
2/4/2025

COUNCIL MEETING DATE: February 4, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Helm Service to replace condensing unit.

SYNOPSIS/BACKGROUND:

Helm Service to replace the condensing unit and evaporator coil at the Bellevue Fire Training Facility.

FISCAL IMPACT: \$51,803.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Helm Service INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPBM25(04)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-13-7030

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with Helm service to replace the Fire Training facility condensing unit and evaporator coil.

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:

*Annexa Ballellan*  
*[Signature]*  
*[Signature]*



## PROJECT PROPOSAL

### Company

Helm Service  
2618 South 156th Circle  
Omaha, NE 68130  
Ph: 402-981-8427

Proposal Date: 1/13/2025

Proposal Number: P07667

### Bill To Identity

Bellevue Fire Training Facility  
3100 SP Benson Drive  
Bellevue, Nebraska 68147  
Tracy Niemier

### Agreement Location

Bellevue Fire Training Facility  
3100 SP Benson Drive  
Bellevue, Nebraska 68147  
Tracy Niemier

### RE: Revised-Bellevue Fire Department Training Center-Replace Condensing unit and Evaporator coil

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.

### Scope:

- Lead time for Evaporator coil is 4-6 weeks
- Lead time for condensing unit is in stock, factory has (1) unit left
- Pick up equipment and materials and deliver to site
- Unhook existing copper line set and electrical from existing system
- Demo of existing equipment and disposal per EPA regulations
- Cut hole in the side of the build to run new copper line sets
- Furnish and install hangers and mounts for line sets
- Furnish and install new copper line set to accommodate SEER rating of new system
- Provide crane for removal of existing condensing unit and to set the new condensing unit in place
- Furnish and install new condensing unit with electrical modifications
  - AC Cond Unit\_20T\_208/230V/3PH/60HZ
  - R-410A 20 Ton 460/60/3
  - Single Circuit, 2 Stage Cooling
  - Standard Packaging
  - Standard condenser coil w/hail guard
  - Aluminum/Cu condenser coil
  - Solenoid Valve
  - Low Ambient conditions
- Disassemble air handler, remove existing evaporator coil and dispose of per EPA regulations
- Furnish and install new evaporator coil
  - DX coil for R410a (2) circuits with new expansion valves
- Furnish and install new filter driers
- Pressurize system with dry nitrogen to ensure there are no leaks
- Vacuum system down to <500 microns per manufacturer specifications
- Disconnect all Bes-Tech equipment from existing system
- Startup and commissioning of new equipment



- **NOTE-This proposal does not include any controls work**

*Our BASE price to install the scope of work as outlined above is ..... \$51,803.00*  
*FIFTY-ONE THOUSAND, EIGHT HUNDRED AND THREE (DOLLARS)*

**Inclusions:**

- Straight time labor
- Freight
- Taxes
- Permits/inspections
- 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
- Cleanup of our own work
- Demobilization of manpower, tools, and equipment from the jobsite

**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

1/13/2025

P07667

\_\_\_\_\_  
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: February 4, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

190815 - M146(74B) Capehart Road Improvements - 27th to 36th Street

SYNOPSIS/BACKGROUND:

Supplement #1 for Benesch to provide professional engineering services for the M146(74) Capehart Road Improvements - 27th to 36th Street project. The supplemental services include: Project Management; Revised right-of-way displays, plats and legal descriptions for easements; Right-of way acquisition services; and Traffic study

FISCAL IMPACT: \$228,204.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Supplement #2 - M146(74B) Capehart Road Improvements - 27th to 36th Street

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 190815 - M146(74) Capehart Road Improvements - 27th to 36th Street

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

CIP PROJECT NAME: M146(74B) Capehart Road Improvements - 27th to 36th Street CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPST25(04)

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Benesch in the amount of \$228,204.00.

ATTACHMENTS:

1. Supplement #2 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Tompkins*  
*[Signature]*



EXHIBIT A

WORK AUTHORIZATION NO. 02

PROJECT NO. M146(74) DATE January 27, 2025

PROJECT NAME CAPEHART RD IMPROVEMENTS

CLIENT City of Bellevue

CLIENT PM John Krager, PE CONSULTANT PM Pat Kastl, PE

PHONE NO. 402-239-3144 PHONE NO. 402-333-5792

**SCOPE OF SERVICES**

This WORK AUTHORIZATION Number 02, with the AGREEMENT dated January 27, 2025, between City of Bellevue, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

See Attached proposal letter, scope of services, and fee estimate dated January 27, 2025.

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- \_\_\_\_\_
- \_\_\_\_\_

**FEE ESTIMATE**

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- CLIENT will pay a Fee based on a **Time and Materials** not to exceed \$228,204.00 and invoice using Attachment B: Schedule of Unit Billing Rates.
- CLIENT will pay a **Lump Sum** Fee of \$\_\_\_\_\_ and invoice using a percentage completed basis.
- CLIENT will pay by another method as described: \_\_\_\_\_

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffery A Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: Jeffery A. Sockel, PE

TITLE: \_\_\_\_\_

TITLE: Sr Vice President

DATE: \_\_\_\_\_, 20\_\_\_\_

DATE: January 27, 2025

BENESCH OFFICE: Bellevue

ADDRESS: \_\_\_\_\_

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**

January 27, 2025

Mr. John Krager, PE  
Manager of Engineer Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: M146(74) CAPEHART RD IMPROVEMENTS, 27th to 36th  
ENGINEERING DESIGN SERVICES – SUPPLEMENT 2

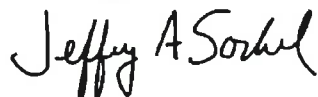
Dear Mr. Krager:

Alfred Benesch & Co. (Benesch) appreciates the opportunity to provide supplemental professional engineering services to assist the City with the associated additional project management, roadway design, traffic analysis and right-of-way services of improvements to Capehart Road between 27<sup>th</sup> and 36<sup>th</sup> Street. The attached professional services agreement, scope of work, and fee estimate provide the details of the work to be performed by Benesch.

As part of this agreement, Benesch 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 this proposal is acceptable, please return a signed copy of the attached agreement. 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, PE  
Senior Vice President/Omaha Division Manager

ATTACHMENT

CITY OF BELLEVUE PROJECT NO.: M146(74) CAPEHART RD IMPROVEMENTS, 27<sup>th</sup> to 36<sup>th</sup>

ENGINEERING DESIGN SERVICES

SUPPLEMENT #2

**PROJECT DESCRIPTION**

The scope of this project consists of the full reconstruction of Capehart Road from 25<sup>th</sup> Street to 36<sup>th</sup> Street to a four-lane urban roadway with a raised median for the City of Bellevue. The general limits of the project are Capehart Road – approximately 800 feet west of 25<sup>th</sup> Street to approximately 400 feet east of 36<sup>th</sup> Street including the tie into future 36<sup>th</sup> Street Project; MAPA-5061 (5) that is anticipated to be constructed prior to this project.

This supplement will include effort to:

- Project Management
  - Continued coordination with Utility companies
  - Continued coordination with Rising View/Burlington Capital and Offutt Air Force base to reestablish contacts for easements for the roadway, detention cell and new fire station driveway.
- Revised right-of-way displays, plats, and legal descriptions for easements on base property and seven private properties. Two packets will be submitted for the construction easements for base property. One for Burlington Capital controlled property and one for Base controlled property. Two more packets will be submitted for permanent easement for maintenance for facilities constructed with this project on base property.
- Right-of-Way services for acquisitions and easements on seven private properties. Task will include updated title searches, appraisals and negotiations.
- Traffic study of the corridor reviewing access points along Capehart Road.
  - Intersection analysis
  - Review of pedestrian signal location
  - Left turn storage lengths
- Environmental Review
  - Environmental Baseline Study
  - Environmental specifications for the plans and specifications.

**1) PROJECT MANAGEMENT & MEETINGS**

**a. PROJECT MANAGEMENT**

The Consultant Project Manager shall serve as point of contact, initiate, and maintain project schedule and budget, and be responsible for coordinating work this additional work.

**b. COORDINATION WITH OTHERS**

Additional coordination is required due to the need of a detention basin located within the base housing property at 30<sup>th</sup> Street. The Consultant shall coordinate the design activities with agency partners (City of Bellevue and Department of Defense). Coordination includes one-on-one meetings and information sharing. Coordination activities include:

- Department of Defense property coordination
- Rising View Development (Base Housing maintained by Burlington Capital)

**c. STAKEHOLDER MEETINGS – (4 MEETINGS)**

Three meetings will be planned with Rising View to discuss property impacts, use of existing storm sewer within the subdivision and construction of detention basin on their property.

**d. UTILITY COORDINATION MEETINGS – (2 MEETINGS)**

The Consultant shall schedule and attend two additional utility meetings. These meetings will be to identify and minimize conflicts with Magellan jet fuel pipeline and with MUD for coordination to replace existing water main. Consultant attendees at in-person meetings shall consist of the Project Manager and Lead Design Engineer. These meetings will present the revised 60% plans that will include the extension of the storm sewer system down 25<sup>th</sup> Street.

**2) ROADWAY DESIGN**

Finalize 75% plans and update plans based on base coordination, further traffic analysis and right of way negotiations.

**h. CONSTRUCTION AND REMOVALS**

Revisions to 75% plans based on acceptance of the Traffic Analysis recommendations coordination with the Base. Task will include revisions to geometrics, retaining walls, erosion control, joints and grades, and pavement markings.

**h. HYDRAULIC ANALYSIS AND STORM SEWER DESIGN**

Updated hydraulic analysis will be provided to size and develop a drainage basin in the greenspace west of 30<sup>th</sup> Street between Capehart Road and Vandenberg Avenue. This work will include analyzing the impacts to the existing drainage system north of Capehart due to the widening project. Basin will be sized to delay the release of storm water to and avoid increases into the system being tied into.

**p. DESIGN UTILITY COORDINATION**

Utility coordination will resume with an initial outreach to all utilities to identify existing and new facilities located within the corridor. Additional coordination will be made with previously identified utilities (MUD, OPPD and Magellan Pipeline) to verify previously coordinated design adjustments and their facilities.

**u. RIGHT-OF-WAY**

Right-of-Way strip map, tact maps, legal descriptions, and easement displays are to be prepared or updated after final construction plans have been developed. An estimated seven private tracts and base properties will be included int this task.

This task involves creating two packages to acquire construction easements on DoD property. The will be submitted to Burlington Capital and Offutt Air Base. Tract maps with meets and bounds will be included for all properties with detailed descriptions of activities allowed during the construction phase. A second set of packages will be prepared for permanent easements after construction is completed. This will include areas that the City will be responsible for maintenance of the newly constructed facilities.

**v. Multi-Year Labor Cost Adjustment**

This cost is associated with the design of the project originally anticipated to be completed in 2020. This includes adjusting the remaining fee to complete the project before this supplement adjusted at a rate of 5% per year until the year 2026 the revised estimated day of completion.

**7. Traffic Analysis**

**a. TRAFFIC DATA COLLECTION**

Perform turning movement counts at the following intersections for 7-9am and 4-6 pm to capture peak hour volumes:

- S. 33<sup>rd</sup> & Capehart
- S. 30<sup>th</sup> & Capehart
- S. 28<sup>th</sup> & Capehart (North Side)
- Rising View

Traffic data collected will be analyzed in current year and future analysis years.

Obtain crash data from NDOT and review.

**b. TRAFFIC ANALYSIS**

Provide traffic analysis of the intersection of S. 33<sup>rd</sup> & Capehart, to evaluate the intersection for traffic signal warrants. Potential traffic control devices include Pedestrian Signal, Pedestrian Hybrid Beacon/HAWK, or full traffic signal. This also includes analysis of the existing reduced speed school zone, and recommendations for alternative treatments including retaining the school speed zone, conversion to prepare to stop when flashing advance warning, or removal.

Analysis of existing school dropoff and pickup operations that may be modified as part of access reconfiguration.

Speed analysis of the proposed roadway to recommend future posted speed limit. Current MUTCD tools and USLIMITS2 will be used for speed limit recommendations.

Review and recommend left turn deceleration and storage lengths for modification in access and speed limit.

Develop crash rates for each study intersection and corridor.

**c. RECOMMENDATIONS**

Provide recommendations for proposed modifications listed in traffic analysis section. These include:

- Speed Limit
- School Speed Zone
- Access Configuration and left turn storage lengths
- Intersection control at S. 33<sup>rd</sup> & Capehart

Recommendations will be provided as part of a memorandum including full details of the traffic study.

**8. Right-of-Way Services**

Right-of-Way services for acquisitions for up to seven (7) privately owned parcels of land adjacent to the project.

**a. TITLE SEARCHES**

Title searches will be ordered and updated for properties.

**b. APPRAISALS AND APPRAISAL REVIEWS**

This task involves the appraisal report which will provide value for the properties to be acquired. The appraisal reports will be provided to the City of Bellevue to determine Just Compensation.

The completed appraisal report will verify the representation of fair market value for the project and a reasonable estimate of just compensation due to the property owner.

**c. ACQUISITION**

This task will include meeting with property owners, preparing all documents and extending an offer to the property owner for the acquisitions. Signatures will be secured through negotiations representing the City. If condemnation is required, necessary documents and assistance will be provided.

**COMPENSATION**

Compensation for the services shall be on a time and materials basis with time reimbursed at a 3.0 multiplier of direct labor cost and any direct expenses reimbursed at actual cost subject to the limitation of the negotiated Not to Exceed Fee.

**Task 1 Project Management & Meetings**

Subtask	Personnel Services											Reimbursables							Estimated Fee			
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi	Subconsultant/Subcontractor	Unit Rate Lab Services	Equipment Rental		0	0	Subtotal
Project Management	4	40									44	\$ 10,680.00	\$ 100								\$ 100	\$ 10,780.00
Coordination with Others		40			16					4	60	\$ 11,864.00	\$ 100								\$ 100	\$ 11,964.00
Stakeholder Meetings	4	20			20						44	\$ 8,280.00	\$ 100								\$ 100	\$ 8,380.00
Utility Coordination Meetings		8			8					4	20	\$ 3,224.00	\$ -								\$ -	\$ 3,224.00
Multi-Year Labor Cost Adjustment											0	\$ -	\$ -								\$ -	\$ -
<b>Subtotal</b>	<b>8</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>168</b>		<b>\$ 300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ 34,348.00</b>
<b>Task Subtotal</b>												<b>\$ 34,048.00</b>									<b>\$ 300</b>	<b>\$ 34,348.00</b>

**M146(74) Capehart Rd, 27th to 36th**

City of Bellevue Public Works Department  
 Fee Estimate For Professional Engineering Services

Exhibit "C"

**Task 2 Design**

Subtask	Personnel Services											Reimbursables							Estimated Fee				
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi	Subconsultant/Subcontractor	Unit Rate Lab Services	Equipment Rental		0	0	Subtotal	
Construciton and Removals		20			60	60						140	\$ 19,200.00	\$ 200								\$ 200	\$ 19,400.00
Storm Sewer Design				8	16							24	\$ 3,096.00	\$ -								\$ -	\$ 3,096.00
Design Utility Coordination		4			16	16						36	\$ 4,800.00	\$ -								\$ -	\$ 4,800.00
Cost Estimates		8			16							24	\$ 3,840.00	\$ -								\$ -	\$ 3,840.00
Proposed Right-Of-Way		2			4							6	\$ 960.00	\$ -								\$ -	\$ 960.00
Right-Of-Way Strip Map		8			16	4						28	\$ 4,320.00	\$ -								\$ -	\$ 4,320.00
Legal Desc and Tract Maps		40			80	80						200	\$ 28,800.00	\$ 300								\$ 300	\$ 29,100.00
Multi-Year Labor Cost Adjustment													\$ 27,000.00										\$ 27,000.00
<b>Subtotal</b>	0	82	0	8	0	208	160	0	0	0	0	458		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 92,516.00
<b>Task Subtotal</b>													<b>\$ 92,016.00</b>							<b>\$ 500</b>	<b>\$ 92,516.00</b>		

**Task 7 Traffic Analysis**

Subtask	Personnel Services											Reimbursables						Estimated Fee					
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi	Subconsultant/Subcontractor	Unit Rate Lab Services		Equipment Rental	0	0	Subtotal	
Traffic Data Collection			16								16	\$ 3,840.00	\$ -	\$ 35	\$4,000						\$ 4,035	\$ 7,875.00	
Traffic Analysis			80								80	\$ 19,200.00	\$ 200								\$ 200	\$ 19,400.00	
Recommendations Memo			80								80	\$ 19,200.00	\$ 200								\$ 200	\$ 19,400.00	
											0	\$ -	\$ -								\$ -	\$ -	
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<b>Subtotal</b>	0	0	176	0	0	0	0	0	0	0	176		\$ 400	\$ 35	\$4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,435	\$ 46,675.00
<b>Task Subtotal</b>												<b>\$ 42,240.00</b>							<b>\$ 4,435</b>	<b>\$ 46,675.00</b>			

**Task 8 Right-of-Way Services**

Subtask	Personnel Services											Reimbursables							Estimated Fee			
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi	Subconsultant/Subcontractor	Unit Rate Lab Services	Equipment Rental		0	0	Subtotal
ROW Services	2	20									22	\$ 5,340.00	\$ 100		\$49,225				0	0	\$ 49,325	\$ 54,665.00
											0	\$ -	\$ -								\$ -	\$ -
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<b>Subtotal</b>	2	20	0	0	0	0	0	0	0	0	22		\$ 100	\$ -	\$49,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,325	\$ 54,665.00
<b>Task Subtotal</b>												<b>\$ 5,340.00</b>								<b>\$ 49,325</b>	<b>\$ 54,665.00</b>	

**M146(74) Capehart Rd, 27th to 36th**

City of Bellevue Public Works Department  
 Fee Estimate For Professional Engineering Services  
 Supplement 2

**Project Summary**

Task	Personnel Services							Reimbursables			Estimated Fee		
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi		Subconsultant/Subcontractor	Subtotal
Task 1 Project Management & Meetings	8	108	0	0	44	0	168	\$ 34,048.00	\$ 300	\$ -	\$ -	\$ 300	\$ 34,348.00
Task 2 Design	0	82	0	8	208	160	458	\$ 92,016.00	\$ 500	\$ -	\$ -	\$ 500	\$ 92,516.00
Task 7 Traffic Analysis	0	0	176	0	0	0	176	\$ 42,240.00	\$ 400	\$ 35	\$ 4,000	\$ 4,435	\$ 46,675.00
Task 8 Right-of-Way Services	2	20	0	0	0	0	22	\$ 5,340.00	\$ 100	\$ -	\$ 49,225	\$ 49,325	\$ 54,665.00
<b>Subtotal</b>	10	210	176	8	252	160	824		\$ 1,300	\$ 35	\$ 53,225		
<b>Project Subtotal</b>								<b>\$ 173,644.00</b>				<b>\$ 54,560</b>	<b>\$ 228,204.00</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
2/4/2025

COUNCIL MEETING DATE: February 4, 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:

230611-Olde Towne Sanitary Rehabilitation - Construction Adm Services

SYNOPSIS/BACKGROUND:

Amendment No. 1 for Embris Group to provide professional construction administration services for the Olde Town Sanitary Rehab project. The scope of services are for part-time Resident Project Representative.

FISCAL IMPACT: \$52,800 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Embris Group	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Olde Towne Sanitary Rehabilitation		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Olde Towne sanitary Rehabilitation - Construction Adm Services		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Olde Towne Sanitary Rehabilitation	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): CIPWW25(6)	
ACCOUNTING DISTRUBUTION CODE: 7000	ACCOUNT NUMBER: 20-00	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Embris Group.

ATTACHMENTS:

1. Amendment No. 1
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Bonville*  
*[Signature]*  
*[Signature]*

AMENDMENT TO OWNER AND ENGINEER AGREEMENT  
Amendment No. 1



The Effective Date of this Amendment is: 2/4/2025.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner and Engineer Agreement: **June 6, 2023**  
Owner: **City of Bellevue, NE**  
Engineer: **Embris Group, LLC**  
Project: **Olde Towne CIPP Rehabilitation Package, Embris #23-021.02**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

**Perform engineering services related to construction services. See Exhibit A, attached.**

ARTICLE 4 – AGREEMENT SUMMARY

**Summary (see Exhibit B for fee breakdown):**

Original agreement amount:	\$ <u>91,970.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>52,800.00</u>
Adjusted Agreement amount:	\$ <u>144,770.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Bellevue, NE**

ENGINEER: **Embris Group, LLC**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: Kylie Wilmes  
Print name: Kylie Wilmes

Title: \_\_\_\_\_

Title: Principal

Date Signed: \_\_\_\_\_

Date Signed: 01/16/2025

***Project Description:***

Embris Group has prepared contract documents for the construction of approximately 20,000 LF to 40,000 LF of 8-inch, 10-inch and 12-inch cured-in place pipe (CIPP) within the Olde Towne area of Bellevue, NE. The project bid opening date is established as February 12<sup>th</sup>, 2025, with an anticipated contract to be awarded in March of 2025 and construction expected to begin in April 2025. Depending on the bid alternative chosen, construction may vary from 8-weeks to 16-weeks of construction.

The following is an amendment to the Agreement titled “Olde Towne CIPP Rehabilitation Package” dated 6/6/2023 to add Resident Project Representative (RPR) services during the construction phase of the project to serve as Engineer’s representative at the site. The term “Engineer” as defined below refers to Kylie Wilmes with Embris Group, the Professional Engineer who signed and sealed the construction documents.

**Task 6: Resident Project Representative (RPR)**

- A. The duties and responsibilities of the RPR are as follows:
1. General: RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings (assumed 16), job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  5. Liaison
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating

to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals
  - a. Receive Samples that are furnished at the Site by Contractor.
  - b. Receive Contractor-approved Shop Drawings.
  - c. Receive other Submittals from Contractor.
  - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups
  - a. Consult with Engineer in advance of scheduled inspections and tests.
  - b. Verify that tests are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- e. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommendations on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment

requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
  - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

#### 1.02 Limitations of Authority

##### A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**Items not included with this scope that can be provided as additional services through written request by Engineer and approval of Owner:**

1. Materials testing services (to be provided by contractor).

2. Stormwater Pollution Prevention Plan (SWPPP) Inspections (no permit necessary).
3. Soil sampling or field investigation of hazardous materials.
4. Tasks not specifically outlined within this scope of services.

# EXHIBIT B to Amendment 1 - BREAKDOWN OF COSTS

**Project:** Olde Towne CIPP Rehabilitation package  
**Date:** 1/16/2025

Employee: Classification: Hourly Rate:	A. Larkin, EI Engineer in Training \$165	Subtotal Hours	Subtotal Fee	Terms
<b>Task 6: Resident Project Representative</b>				
Part-time Resident Project Representation [Assume 16 weeks @ (4 trips per week*4 hours)+(4 hours of office work)]	320	320	\$52,800.00	
		<b>TASK 6 SUBTOTAL</b>	<b>320</b>	<b>\$52,800.00</b>
				hourly not to exceed

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
2/4/2024

COUNCIL MEETING DATE: February 4, 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 two S770 skid loaders from Bobcat of Omaha, Sourcewell Contract #020223-CEC.

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included purchase of one backhoe.  
The Street Department is requesting approval to purchase two new S770 skid loaders and one snow blower attachment replacing Units #214 and #301.

FISCAL IMPACT?: \$114,649.56 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Sourcewell Contract #020223-CEC

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:

- BELLEVUE CITY OF - SNOW BLOWER- ZW950393
- BELLEVUE CITY OF - S770 - ZW950420 ATDZ12831 TRADE IN
- BELLEVUE CITY OF - S770 - ZW950420 ATDZ14450 TRADE IN
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simone Popillon*  
*[Signature]*  
*[Signature]*



Product Quotation  
 Quotation Number: **ZW950393**  
 Quote Sent Date: **Jan 08, 2025**  
 Expiration Date: **Feb 07, 2025**

Your Bobcat Contact  
**Zachary Wollak**  
 Phone:  
 Email: [zachary.wollak@doosan.com](mailto:zachary.wollak@doosan.com)

Your Customer Contact

Deliver to  
**CITY OF BELLEVUE 773253**

Brock Partridge  
**Bobcat of Omaha, Omaha, NE**  
 8701 SOUTH 145TH STREET  
 OMAHA, NE, 68138-3618

Bill to  
**CITY OF BELLEVUE 773253**  
 1500 Wall St  
 Bellevue, NE, 68005-3675

Item Name	Item Number	Quantity	Price Each	Total
<b>Snow Blower 36X86</b>	M7059	1	8,111.48	8,111.48
<b>Motor Package 195CC (36-45 gpm)</b>	M7059-R01-C01	1	1,758.64	1,758.64
<b>Total for Snow Blower 36X86</b>				<b>9,870.12</b>
Quote Total - USD				9,870.12
Dealer P.D.I.				50.00
Destination Charges				339.00
<b>Quote Total - USD</b>				<b>10,259.12</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract #020223-CEC

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. \*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

**Customer acceptance:**

Quotation Number:: ZW950393

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Addresses**

Delivery Address \_\_\_\_\_

Billing Address (if different from ship to): \_\_\_\_\_

**Tax Exempt:** Y  / N

Exempt in the State of: \_\_\_\_\_

**Tax Exempt ID:**

Federal: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



Product Quotation  
 Quotation Number: **ZW950420**  
 Quote Sent Date: **Jan 08, 2025**  
 Expiration Date: **Feb 07, 2025**

Your Bobcat Contact  
**Zachary Wollak**  
 Phone:  
 Email: [zachary.wollak@doosan.com](mailto:zachary.wollak@doosan.com)

Your Customer Contact

Deliver to  
**CITY OF BELLEVUE 773253**

Brock Partridge  
**Bobcat of Omaha, Omaha, NE**  
 8701 SOUTH 145TH STREET  
 OMAHA, NE, 68138-3618

Bill to  
**CITY OF BELLEVUE 773253**  
 1500 Wall St  
 Bellevue, NE, 68005-3675

Item Name	Item Number	Quantity	Price Each	Total
<b>S770 T4 Bobcat Skid-Steer Loader</b>	M0283	1	52,520.30	52,520.30
<b>Standard Equipment:</b>				
92 HP Turbo Tier 4 Diesel Engine			Horn	
Air Intake Heater (Automatically Activated)			Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front & Rear	
Bobcat Interlock Control System (BICS)			Operator Cab	
Controls: Bobcat Standard			Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt	
Engine/Hydraulic Systems Shutdown			Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471	
			Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)	
			Tires: 12-16.5 12 PR Bobcat Heavy Duty	
			Warranty: 2 years, or 2000 hours whichever occurs first	
<b>Comfort Package</b>	M0283-P11-C07	1	6,182.40	6,182.40
<i>Included:</i> Comfort Package Includes:, Enclosed HVAC Cab, Adjustable Vinyl Suspension Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, Two-Speed Travel, 7-Pin Attachment Control, Single Direction Bucket Positioning, Ride Control				
<b>Selectable Joystick Controls (SJC)</b>	M0283-R01-C04	1	678.30	678.30
<b>High Flow Hydraulics</b>	M0283-R03-C03	1	1,934.10	1,934.10
<b>80" Severe Duty Bucket</b>	7326129	1	2,037.56	2,037.56
<b>Bolt-On Cutting Edge, 80"</b>	6718008	1	326.88	326.88
<b>Block Heater: Engine</b>	7328972	1	84.57	84.57
<b>Bluetooth Radio Kit</b>	46899213	1	468.12	468.12
<b>Roof Light Kit 360 M-Series</b>	7408291	1	1,421.99	1,421.99
<b>Total for S770 T4 Bobcat Skid-Steer Loader</b>				<b>65,006.99</b>
Quote Total - USD				65,006.99
Dealer P.D.I.				500.00

Freight Charges	1,425.00
Destination Charges	116.00
Dealer Assembly Charges	1,500.00
Trade in 2013 S750 w80" BUCKET (ATDZ12831)	(\$16,000.00)
<b>Quote Total - USD</b>	<b>53,195.22</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract #020223-CEC

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

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\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

<b>Customer acceptance:</b>	
Quotation Number:: ZW950420	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____
<b>Addresses</b>	
Delivery Address _____	
Billing Address (if different from ship to): _____	
<b>Tax Exempt:</b> Y <input type="checkbox"/> / N <input type="checkbox"/>	

Exempt in the State of: \_\_\_\_\_

**Tax Exempt ID:**

Federal: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



Product Quotation  
 Quotation Number: **ZW950420**  
 Quote Sent Date: **Jan 08, 2025**  
 Expiration Date: **Feb 07, 2025**

Your Bobcat Contact  
**Zachary Wollak**  
 Phone:  
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Air Intake Heater (Automatically Activated)			Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front & Rear	
Bobcat Interlock Control System (BICS)			Operator Cab	
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Engine/Hydraulic Systems Shutdown			Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471	
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			Tires: 12-16.5 12 PR Bobcat Heavy Duty	
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<b>Block Heater: Engine</b>	7328972	1	84.57	84.57
<b>Bluetooth Radio Kit</b>	46899213	1	468.12	468.12
<b>Roof Light Kit 360 M-Series</b>	7408291	1	1,421.99	1,421.99
<b>Total for S770 T4 Bobcat Skid-Steer Loader</b>				<b>65,006.99</b>
			<b>Quote Total - USD</b>	<b>65,006.99</b>
			<b>Dealer P.D.I.</b>	<b>500.00</b>

Freight Charges	1,425.00
Destination Charges	116.00
Dealer Assembly Charges	1,500.00
Trade in 2015 S750 w80" BUCKET (ATDZ14450)	(\$18,000.00)
<b>Quote Total - USD</b>	<b>51,195.22</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract #020223-CEC

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

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<b>Customer acceptance:</b>	
Quotation Number:: ZW950420	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____
<b>Addresses</b>	
Delivery Address _____	
Billing Address (if different from ship to): _____	
<b>Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/></b>	

Exempt in the State of: \_\_\_\_\_

**Tax Exempt ID:**

Federal: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



We Influence The World!

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

## MEMORANDUM

**To:** Bobby Riggs  
**From:** Todd Jarosz  
**Subject:** ST214, ST301 Skid loaders Replacement  
**Date:** 1-30-2025

Two of the Street Departments' skid loaders are slated for replacement in the 2024- 2025 FY Budget . These skid loaders are a crucial part of the Street Departments concrete and dirt work, so minimum down time is very important. The replacement criteria outline stated for these pieces of equipment to be eligible for replacement is at 10 years of age and/or with high maintenance cost, these meet the criteria.

As previously stated, ST214 and ST301 meet the replacement criteria and have high maintenance costs and are facing many more costly repairs in the short future. It is my recommendation to replace ST214 and ST301 with a like skid loaders when funds allow. The current ST214 and ST301 will be traded in to help lower purchasing cost.

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue



## MEMORANDUM

**To:** Dave Goedeken                      Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** Skid Loader Replacements – St #214 & #301  
**Date:** January 17, 2025

The approved FY24-25 budget, and CIP included a detailed listing of all known and planned replacements for the year.

Bobcat of Omaha has prepared a detailed proposal to replace Street units #214 and #301 via trade-in allowance and purchase two new S770 units and a snow blower attachment.

I would like to have the proposal placed on the February 4, 2025, Council agenda with a recommendation to purchase the equipment as proposed.

Pricing is extended through Sourcewell Contract #020223-CEC.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
2/4/2024

COUNCIL MEETING DATE: February 4, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Industrial Road Drainage Improvements - Study Phase

SYNOPSIS/BACKGROUND:

Scope of Work to be completed with JEO Consulting Group Inc., on the Industrial Road Drainage area. The services will evaluate the watershed draining through this channel, identify systematic deficiencies in the existing infrastructure and recommend improvements to address the deficiencies.

FISCAL IMPACT?: \$82,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: JEO Consulting Group Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Industrial Road Drianage Improvements - Study Phase

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NUMBER: CIPST25(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Agreement with JEO Consulting Group Inc. for the Scope of Work to be completed not exceed \$82,000.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [ \_\_\_\_\_ ] between City of Bellevue ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Industrial Road Drainage Improvements ("Project").

JEO Project Number: 242490.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

---

**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

---

**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$82,000.00 (hourly not to exceed)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

---

**4.01 Exhibits**

Exhibit A – Scope of Services

Exhibit B – General Conditions

**4.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_


Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Engineer: JEO Consulting Group, Inc.

  
\_\_\_\_\_

By: John G. Petersen, PE

Title: Senior Project Manager

Date Signed: January 29, 2025

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066

# JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner 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. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** 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 owner 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 owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner 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 owner 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 owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner 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 owner 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, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, 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 owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by 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 owner 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 owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance 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. The owner 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 owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow 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.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner 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 owner 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 owner 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 owner 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 owner 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:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** 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.



**Industrial Road Drainage Improvements**  
**CITY OF BELLEVUE, NEBRASKA**  
**Industrial Road Drainage Improvements – Study Phase**  
**Project Number: 242490.00**

**PROJECT OVERVIEW**

The City of Bellevue has experienced recent flooding in the area of Industrial Road. Overgrowth of trees and vegetation has potentially impeded flow, and recent development in the southern region has altered the historical drainage patterns. These changes have disrupted the natural flow and storage of stormwater, contributing to potential localized flooding and water management issues. The following scope describes the services to evaluate the watershed draining to this channel, identify systematic deficiencies in the existing infrastructure and recommend improvements to address the deficiencies.

**PROJECT SCOPE OF WORK:**

JEO will assist the City with the following main tasks:

- Topographic Survey
- Hydrology and Hydraulics
- Alternatives Analysis and Recommendations
- Project Meetings and Management
- *Permitting and Final Design Phase (to be contracted in the future)*
- *Construction Phase (to be contracted in the future)*

**TASK SERIES 100 – TOPOGRAPHIC SURVEY**

**Task 101 – Topographic Survey**

Survey data will be collected in the project area. Data will include culvert type, size, and flowlines; roadway elevations; channel cross sections at periodic intervals. Survey will be limited to public areas or where the City obtains access permissions. Additional survey will be required during the final design phase. Survey data may be supplemented with LiDAR data, as necessary.

A one-call utility located will be performed and marked utilities will be included in the processed survey. Any available utility information from the City would also be incorporated.

**Task Deliverables:**

- Survey drawings (as part of the Alternatives Analysis & Recommendations deliverables)

Task Understandings/Assumptions

- JEO will rely on existing storm sewer data to be provided by the City.
- The City will help coordinate access for surveyors on private property where necessary.
- No potholing or additional explorations for utilities will occur.
- No ROW information will be collected or researched.

**TASK SERIES 200 – HYDROLOGIC AND HYDRAULIC ANALYSIS**

Task 201 – Site Visit

The JEO project team will meet with City staff to visit the area of concern. The visit will review existing site conditions, potential for improvements/modifications and other site constraints for the purposes of evaluating the watershed and developing projects to reduce or limit the flood risk.

Task 202 – Hydrology

Hydrology will be completed for each sub-basin and will consider scenarios for the two-year, ten-year and 100-year storm events. Hydrologic modeling will be developed using HEC-HMS modeling software with the SCS Curve Number methodology. Drainage catchments will be delineated and mapped to emphasize specific features in the area including culverts, ditch confluences and major land use changes. This analysis will rely on current National Oceanic and Atmospheric Administration (NOAA) statistical rainfall data which provide the city the most up-to-date predictions of future rainfall events.

Task 203 – Hydraulics

A hydraulic evaluation will include an analysis of the culvert and open channels in the watershed. This evaluation will review capacity and the ability to adequately collect and convey storm water runoff from the storm events identified in the hydrologic evaluation for both open and closed outfall conditions at the levee.

The hydraulic analysis will be completed utilizing HEC-RAS two-dimensional software and will focus on the drainage channel and roadway culverts/bridges.

Ponding limits will be developed for the existing conditions. The ponding limits will identify potential risks for structural and/or street flooding. These ponding areas will be determined for various storm events included in the hydrologic evaluation. Assumptions will be made to the initial water level conditions for the ponding area.

Task Deliverables:

- Hydrologic and Hydraulic evaluations will be completed and summarized in the final deliverable

Task Understandings/Assumptions

- Hydraulic evaluation will focus on the drainage channel and roadway crossings/bridges

**TASK SERIES 300 – ALTERNATIVES ANALYSIS AND RECOMMENDATIONS**

Task 301 – Improvement Project Recommendations

Following the detailed evaluation, including the identification of deficiencies, conceptual improvements will be developed. The conceptual improvements will focus on addressing systematic deficiencies, rather than isolated problems that may not have a significant flooding implication. The conceptual improvement may include new or modified infrastructure to address existing system deficiencies. Any other known city projects such as street, water/sewer, or other utility improvement will be considered during the

development for the conceptual improvements. The proposed improvements will be included in a separate hydraulic modeling scenario to confirm sizing and performance. Conceptual improvements will be documented including an opinion of cost, regulatory (permitting) implications, impacts on other utilities and other considerations.

Up to four potential alternatives will be investigated, which may include improvements such as:

- Channel cleaning
- Drainage pipe replacements or drainage crossing improvements
- Wide-scale channel widening, additional detention, etc.
- Pump station

The final recommended improvement may be a combination or modification of the above-listed alternatives.

Task 302 – Draft Report

A draft report will be developed and submitted to the City at the 80% completion stage. Comments will be reviewed with the City during a conference call and incorporated into the final report.

Task 303 – Final Report

The final report will incorporate the comments collected from the City. This report will include all necessary maps and figures. The appendix will include additional supporting documentation.

Task 304 – Concept Design Plans

Conceptual design plans (approximately 20% status) for the proposed improvements will be developed for up to 4 structural alternatives.

Task Deliverables:

- Conceptual improvements, cost opinions and recommended prioritization/phasing

Task Understandings/Assumptions

- Analysis of Missouri River impacts will be limited to evaluation of levee outfall structure closed and open scenarios
- Groundwater impacts will NOT be evaluated.
- Conceptual improvements will be developed for up to 4 alternatives.
- Development of grant applications is not included in this scope of services.
- Final Design/Construction services are not included in this scope of services.

**TASK SERIES 400 – PROJECT MEETINGS AND MANAGEMENT**

Task 401 – General Project Management and Quality Control

- Provide contract administration services
  - Project invoicing and monthly progress reports
- Establish and maintain a project schedule and budget
- Provide oversight throughout the project to ensure scope of services, budget and schedule are met.

- Coordinate and integrate various technical disciplines to facilitate efficient completion of project deliverables.

Task 402 – Meetings

Prior to beginning technical tasks, JEO will facilitate a kick-off meeting with City staff to identify known problem areas. Documentation of previous flooding and/or damage will be requested and if available included as an appendix in the final deliverable. Information gathered at this kick-off meeting will be utilized to calibrate the models and evaluations. Meeting will be attended by up to 2 JEO staff.

Once the evaluation of the existing system is nearing completion and the development of proposed recommendations is underway, JEO will facilitate a prioritization meeting with City staff to review the existing system deficiencies and to discuss potential projects. Prioritization of these projects will also be discussed. Potential considerations for prioritization of projects may include: need and/or severity of the improvement, cost of the improvement, implications on other infrastructure (public or private), and permitting implications. Meeting will be attended by up to 2 JEO staff.

At the completion of the evaluation and development of the final deliverable, the JEO Project Manager will present the final deliverable to the City staff and review the recommendations. Meeting will be attended by up to 1 JEO staff.

Task Meetings:

- Kick-off meeting with City staff (1 meeting)
- Prioritization meeting with City staff (1 meeting)
- Presentation of final recommendations to City staff (1 meeting)

Task Deliverables:

- Project Schedule
- Contract Amendments for written authorization (when appropriate)
- Monthly project invoices and progress reports

Task Understandings/Assumptions

- Project invoices and progress reports will be provided monthly. Invoices will be provided at the Task Series level.
- The general duration of this project is anticipated over 6 months. Additional delays outside of JEO's control may require amendments to this scope of work.

**FUTURE PHASES: PERMITTING, FINAL DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION**

To be negotiated upon completion of this Study Phase.

**PROPOSED PROJECT SCHEDULE:**

The anticipated time frame is as follows:

Notice to Proceed (NTP):	Mid-February 2025
Survey:	February – March 2025
H&H:	March – May 2025
Alternatives and Recommendations:	June 2025

Project schedule is dependent upon:

- Timely reviews of submittals by City

### **PROJECT FEE AND PAYMENT SCHEDULE**

The engineering fee will be billed monthly based upon work completed to date at an hourly not to exceed amount of \$82,000.00.

- Fee Breakdown:

<b>Phase</b>	<b>Fee</b>
Survey	\$8,000.00
Hydrology and Hydraulics	\$16,000.00
Alternatives Analysis and Recommendations	\$43,000.00
Project Meetings and Management	\$15,000.00
<b>TOTAL</b>	<b>\$82,000.00</b>

JEO will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month), credited first to interest and then to principal. JEO reserves the right to redistribute fee amongst project tasks so long as the total contract amount remains unchanged.

### **SCOPE OF SERVICES AND FEE ESTIMATE FOR ADDITIONAL SERVICES**

A scope of services and fee estimate for additional services outside of this agreement and any future phases will be provided at such time as the scope of services can be further refined.

### **SERVICES NOT INCLUDED:**

If necessary, a fee for these services can be negotiated.

1. Additional site visits, meetings, and public information efforts not previously noted
2. Geotechnical investigations beyond those listed in this scope document
3. Cultural resource investigation and/or coordination
4. Threatened or endangered species surveys
5. Environmental Permitting Services
6. Title research
7. Survey of other utilities other than what is located via One Call
8. FEMA (or other) grant applications or assistance
9. Final Design Phase services
10. Bidding and Construction Phase services

### **SERVICES PROVIDED BY CITY:**

1. Designate a staff member as the project representative.
2. Provide available data and feedback, as necessary.
3. Ensure right of entry (if necessary) from landowners for field activities.

January 30, 2025

***Administration:***

- NC3 bi-weekly project meeting.
- United Cities meeting
- Mission Avenue Streetscape planning
- Agenda meetings for city Council.
- Ongoing discussion with NDE Director for water park regulatory review.
- Inland Port Authority project discussions.
- Heartland Marketing for Bellevue marketing program.
- Multiple planning meetings for Entertainment District development.
- Meeting with OPPD for power generation to specific projects.
- Employee Loudermill hearing

Permits:

- 814 inspections performed
- 11 new permits for single-family residential dwellings

Planning:

- Conducted a pre-app meeting for a single-family residential development
- Presented at Bellevue Kiwanis
- Attended meetings on waterpark progress
- Conducted a pre-app meeting for a commercial development

***Police: See (Attached)***

***Library: ( See Attached)***

***Fire: (See Attached)***

***Finance***

***BELLEVUE POLICE DEPARTMENT***  
**MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: January 2025 Directors Report

DATE: January 29, 2025



- 1/07 – Lunch Meeting with BPOA Attorneys
- 1/08 – WWII Recognition Ceremony
- 1/09 – Meeting with Plattsmouth Police Chief – Rathman
- 1/14 – Meeting with Bellevue University – Scott Altic
- 1/16 – Civil Service Meeting
- 1/17 – Police Chief’s Association of Nebraska – Legislative Call
- 1/20 – Mayor’s Youth Council
- 1/21 – City Council Meeting
- 1/24 – Police Chief’s Association of Nebraska – Legislative Call
- 1/27 – Meeting LaVista Fire Department Chief – Steve Gottsch
- 1/31 – Police Chief’s Association of Nebraska – Legislative Call



We Influence The World!

City of Bellevue  
Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

**M e m o**

**To:** Jim Ristow, City Administrator  
**From:** Julie Dinville, Library Director  
**Date:** 1/29/2025

- The library hosted a screening of the film "Leonardo Da Vinci: Inside the Mind of a Genius" by Ken Burns, Sarah Burns and David McMahon on the evening of Jan. 6. The special event was held in partnership with Nebraska Public Media, which also provided a poster and information material that the library used for a special display prior to the screening.
- Families with children through sixth grade now have another club that their children can attend at the library. Starting in January, the library began offering a Pokemon Club in the afternoons twice a month. This social hour (which will be ongoing) allows children to share their love of Pokemon with like-minded fans. The library already offers a dinosaur club, a stamping club, and a Legos club for younger children. Forty youths attended the initial event.
- The Bellevue Library Advisory Board met on Wednesday, Jan. 15, for their regular monthly meeting. Among the agenda items, the Board approved a new Unattended Person Policy. This policy now reflects that there are persons of all ages, not just children, who may require supervision while visiting the library. They also approved a new Study Room Use Policy. The library has not previously had study rooms available, but with the construction of the new building, this is a service offered to the public and is quite popular.
- On Saturday, Jan. 25, the library hosted a Seed Swap in the library meeting room. The gathering was geared toward gardeners, people who love plants, and those looking to get started in horticulture. Persons were asked to bring locally saved seeds, purchased seeds, or plants. However, bringing seeds/plants was not a requirement. The event was held in collaboration with the Friends of the Library, the Native Plant Society, Milkweed Matters, and the Nebraska Extension Service. Nearly 150 persons attended.
- The library is working with the Sarpy/Cass County Health department to distribute free radon testing kits for the home. Radon is a colorless, odorless gas that can enter a home through the soil. Exposure is the second leading cause of lung cancer. If a person's home tests high, the Sarpy/Cass Health Department can provide a list of local and licensed radon mitigators. The Sarpy/Cass Health Department has provided the library with a limited number of these short-term Radon Air Test Kits. Persons can pick them up at the library (one per household) while supplies last.
- The Children's Area of the library now has available four iPad stations for children to use. Funding for these stations was made possible through a grant from Google awarded to the Bellevue Library Foundation. The stations offer children a variety of pre-selected educational sites for them to explore.



# City of Bellevue Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 1/28/2025

### A. General Items:

- QA/QI
- Paramedic students continue to progress; in cardiac unit now
- Audit with new Creighton American Heart Association coordinator tomorrow
- Quarterly paramedic meetings next week
- PES (psychiatric emergency services) community advisory board meeting next week
- Working on fire Captains promotions
- Conditional offers for entry level firefighter given to four individuals.
- Reprogramming of all police mobile and portable radios.
- Finishing the upgrade to the AV equipment at the training site.
- Working on rural water SOP

### B. Training:

- Electric vehicle overview.
- Cold weather operations
- Ice rescue training.
- EMS Culture of Safety Strategy.
- Capnography training.

### C. Inspections:

- Plan review retaining wall Tommy's Car Wash 11533 S. 31st St.
- Plan review hood suppression system Wendy's 610 Galvin Rd. S.
- Plan review fire alarm system McDonald's 2306 Towne Center Dr.
- Plan review fire sprinkler system McDonald's 2306 Towne Center Dr.
- Plan remodel shelter bump out 1510 Harlan Dr.
- Plan review fire alarm Milt's 1506 Chandler Rd.
- Plan review remodel 810 Bruin BLVD.



# City of Bellevue Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

- Fire Prevention.
- The BFD had 5 encounters with the community via Fire Prevention in December
- 2 Smoke/Co Detector installs
- 1 battery swap
- 2 home visits to replace resident provided smoke detectors for elderly citizens
- 

#### **D. Calls: December 26<sup>th</sup> through January 27<sup>th</sup>**

Fire – 148

Rescue - 545

#### **E. Ambulance Billing**

November 1-30, 2024

\$ 314,933.60 in claims sent to health insurance companies Nov 1-30, 2024 (362 insurance claims).  
<\$141,720.12> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$314,933.60)

=====

**\$ 173,213.48** is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

**\$127,072.60** deposited into the bank Nov 1-30, 2024

**10,080.21** additional revenue in Credit/Debit/HSA card payments

=====

**\$137,152.81 TOTAL** Nov. 1-30, 2024 rescue fee revenue

**\$322,054.86** This figure represents the total “patient responsibility” balance due for the past 30-180 days.



# City of Bellevue

Fire Department  
211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

December 1-31,2024

\$ 340,737.60 in claims sent to health insurance companies Dec. 1-31, 2024 (389 insurance claims).  
<\$153,331.92> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$340,737.60)

=====

**\$ 187,405.68** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

**\$147,250.51** deposited into the bank Dec. 1-31, 2024

**8,624.19** additional revenue in Credit/Debit/HSA card payments

=====

**\$155,874.70 TOTAL** Dec. 1-31, 2024 rescue fee revenue

**\$331,029.63** This figure represents the total “patient responsibility” balance due for the past 30-180 days.

**F. Manpower Report Staffing**

**Staffing Report from 11/25/2024 through 12/1/2024**

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, E21. T31, E41	3 Person	No EMS in AM
Wednesday	PM	E1, E21. T31	3 Person	
Thursday	AM	T31, E41	3 Person,	E1 Closed
Thursday	PM	T31	3 Person,	E1 Closed
Friday	AM	Full		
Friday	PM	E1, T31	3 Person	
Saturday	AM	E1, E21. T31, E41	3 Person	
Saturday	PM	T31, E41	3 Person	
Sunday	AM	E1, E21. T31, E41	3 Person	
Sunday	PM	E1, E21	3 Person	



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 12/2/2024 through 12/8/2024

Monday	AM	E1	3 Person	
Monday	PM	Full		
Tuesday	AM	E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	E21, T31	3 Person	
Wednesday	PM	T31	3 Person	
Thursday	AM	T31	3 Person	
Thursday	PM	Full		
Friday	AM	E1, E41	3 Person	
Friday	PM	Full		
Saturday	AM	T21, E41	3 Person	
Saturday	PM	T21, E41	3 Person	
Sunday	AM	E1, E41	3 Person	T21 Closed
Sunday	PM	E21, T31	3 Person	

### Staffing Report from 12/9/2024 through 12/15/2024

Monday	AM	E1, E21, T21, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	E1	3 Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1	3 Person	
Thursday	PM	Full		
Friday	AM	E21	3 Person	
Friday	PM	E1, E21, T31, E41	3 Person	
Saturday	AM	E1	3 Person	T31 Closed
Saturday	PM	E1, E21, T31, E41	3 Person	
Sunday	AM	E1, E21, T31	3 Person	E41 Closed
Sunday	PM	E1, E21	3 Person	E41 Closed



# City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Staffing Report from 12/16/2024 through 12/22/2024

Monday	AM	T21, T31, E41	3 Person	
Monday	PM	T21, T31, E41	3 Person	
Tuesday	AM	E1, T31, E41	3 Person	
Tuesday	PM	T31, E41	3 Person	
Wednesday	AM	T21	3 Person	
Wednesday	PM	E1, T21, E41	3 Person	
Thursday	AM	E1, T31	3 Person	
Thursday	PM	T31	3 Person	
Friday	AM	T21, E41	3 Person	
Friday	PM	E21	3 Person	M41 Closed
Saturday	AM	T21, T31, E41, 3 Person	E1 Closed	
Saturday	PM		E1/T31 Closed	
Sunday	AM	E1, T21, T31, E41	3 Person	
Sunday	PM	E1, T31, E41	3 Person	

## Staffing Report from 12/23/2024 through 12/29/2024

Monday	AM	E1, T21, T31,	3 Person	
Monday	PM	Full		
Tuesday	AM	E1, T21, T31, E41	3 Person	
Tuesday	PM	E1, T21, T31, E41	3 Person	
Wednesday	AM	E1 3 Person	M1/T21 Closed	No EMS, No BC2
Wednesday	PM	E1, T31, 3 Person	T21 Closed	No EMS, No BC2
Thursday	AM	E1, T21, T31	3 Person	
Thursday	PM	E1, T21, T31	3 Person	
Friday	AM	E1 3 Person	E41 Closed	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E1, T21	3 Person	
Saturday	PM	T21, T31	3 Person	
Sunday	AM	E1, T31, E41 3 Person	E1 Closed	
Sunday	PM	T21, T31, E41, 3 Person	E1 Closed	



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 12/30/2024 through 1/5/2025

Monday	AM	E1, E41	3 person	
Monday	PM	E41	3 person	
Tuesday	AM	E1,T31,E41 3 person	T21 closed	No EMS
Tuesday	PM	T31, E41 3 person ,	T21 closed	
Wednesday	AM	T21 3 Person	T31 closed	
Wednesday	PM	E1, T21. T31	3 Person	
Thursday	AM	T21, T31,	3 Person	
Thursday	PM	T31, E41 3 Person	E1 Closed	
Friday	AM	E41	3 Person	
Friday	PM	T31	3 Person	
Saturday	AM	E1, E21	3 Person	
Saturday	PM	E1, T21, T31,	3 Person	
Sunday	AM	E41	3 Person	
Sunday	PM	Full		

### Staffing Report from 1/6/2025 through 1/12/2025

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



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 1/13/2025 through 1/19/2025

Monday	AM	E1, E41	3 Person	
Monday	PM	E1, T31	3 Person	
Tuesday	AM	E21	3 Person	
Tuesday	PM	E21	3 Person	
Wednesday	AM	T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, E41	3 Person	
Thursday	PM	Full		
Friday	AM	E21	3 Person	
Friday	PM	E21	3 Person	
Saturday	AM	E1,E21, T21, E41	3 Person	
Saturday	PM	E1, E21, E41	3 Person	
Sunday	AM	E1,E21,T31	3 Person	
Sunday	PM	E1, T31	3 Person	

### Staffing Report from 1/20/2025 through 1/26/2025

Monday	AM	T21, E1	3 Person	
Monday	PM	T21, E1	3 Person	
Tuesday	AM	T31	3 Person	E1 Closed
Tuesday	PM	Full		
Wednesday	AM	E1, T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, E21, T31, E41	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1	3 Person	
Friday	PM	Full		
Saturday	AM	E41,3 Person	E21 Closed	
Saturday	PM	T31,3 Person	E21 Closed	
Sunday	AM	E1, T21, T31, E41	3 Person	
Sunday	PM	E1, E41	3 Person	

**Financials**

The financial results for the quarter ending January 2025 show a favorable \$7.86 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 forecasted performance through the end of January 31, 2025, quarter 1:

**City of Bellevue Nebraska  
Forecast of the Four Months Ending January 31, 2025**

	Actual	Budget	Budget Variance	Prior Year Actual	Total Full Year Budget
<b>Revenues</b>					
Property Taxes	\$ 2,513,074.00	\$ 3,596,132.00	\$ (1,083,058.00)	\$ 2,138,257.00	\$ 40,532,996.00
Sales Taxes	6,201,989.00	6,749,467.00	(547,477.00)	6,005,727.00	20,248,400.00
Charges for Services	7,483,976.00	7,360,900.00	123,076.00	6,581,153.00	22,655,209.00
Occupation/Business Taxes	904,516.00	981,478.00	(76,962.00)	897,673.00	2,777,671.00
Other-Federal, State & Local Grants &	7,435,590.00	2,849,095.00	4,586,495.00	4,635,105.00	31,263,728.00
Bond Proceeds	30,007,045.00	30,000,000.00	7,045.00	-	75,319,000.00
<b>Total Revenues</b>	<b>54,546,190.00</b>	<b>51,537,072.00</b>	<b>3,009,119.00</b>	<b>20,257,915.00</b>	<b>192,797,004.00</b>
<b>Expenditures</b>					
Personnel	15,261,019.00	15,341,681.00	80,662.00	13,337,071.00	50,823,036.00
Department Expenditures	8,689,495.00	10,512,540.00	1,823,045.00	6,888,245.00	30,666,981.00
Capital Expenditures	5,875,024.00	9,065,355.00	3,190,331.00	3,101,494.00	100,345,948.00
Bond Payments	1,253,934.00	974,625.00	(279,308.00)	1,102,694.00	13,961,039.00
<b>Total Expenditures</b>	<b>31,079,472.00</b>	<b>35,894,201.00</b>	<b>4,814,730.00</b>	<b>24,429,504.00</b>	<b>195,797,004.00</b>
<b>Net Revenues</b>	<b>\$ 23,466,718.00</b>	<b>\$ 15,642,871.00</b>	<b>\$ 7,823,849.00</b>	<b>\$ (4,171,589.00)</b>	<b>\$ (3,000,000.00)</b>

**Debt**

The city continues to manage its debt. The bonded indebtedness of the City is \$103,190,000 at 1/31/2025.

**Finance Department**

The audit on-site fieldwork for the 2023-2024 fiscal year examination has ended but work on the audit will continue until the report is issued in late March 2025.

A City of Bellevue Finance Department organization chart is shown on the next page.

City of Bellevue, Nebraska  
Finance Department

