

## Bellevue City Council Meeting ++ Amended Agenda++

Tuesday, March 4, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Approval of the February 18, 2025 City Council Minutes.
    2. (\*) Acknowledge receipt of the February 27, 2025 Planning Commission Minutes.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
  - a. Opioid Fund, Crisis Response Program (Emily Boardman, Heartland Family Services)
  - b. Presentation from Omaha Bryan FFA
  - c. Grow Sarpy Update - Lisa Scheve, Executive Director Grow Sarpy.
  - d. Presentation on 2024 Tree Board Report. (Councilman Preister)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES:
  - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd 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)
    1. Request to Preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4178: An ordinance to vacate all the right-of-way within limits of Lot 7, Tregaron Centre, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director) **(Staff requests the third reading be waived and to vote after the public hearing tonight)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4179: Request to rezone Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. (Planning Director)
  - b. ++ Ordinance No. 4180: An ordinance to amend the 2021 Uniform Plumbing Code (UPC). (Chief Building Official) **(Staff requests 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: NONE

16. CURRENT BUSINESS:

a. Recommend approval of the Douglas Sarpy Mutual Aid Interlocal Agreement and authorize Mayor to sign. (Assistant Police Chief)

b. Approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for parks mowing, in an amount not to exceed \$35,078.40. (Public Works Director)

c. Approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for right-of-way mowing, in an amount not to exceed \$123,192.00. (Public Works Director)

d. Approve purchase of (2) Muni-body axle dump trucks with plows and hydraulics from Cornhusker International Trucks for street department, in an amount not to exceed \$521,600.00 and authorize the Mayor to sign. (Public Works Director)

e. Approve purchase of an Aerial Lift Truck from Aspen Equipment, in an amount not to exceed \$205,340.00 and authorize the Mayor to sign. (Public Works Director)

f. Approve and authorize the Mayor to sign an agreement with HGM Associates for Aspen Pool Demolition, in an amount not to exceed \$11,975.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the agreement with HGM Associates for the resurfacing of the library parking lot, in an amount not to exceed \$32,155.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Notice of Award and Agreement with SAK Construction for the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$822,795.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Entertainment District Master Agreement Work Order #3 with Olsson, in an amount not to exceed \$93,550.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the Nebraska Environmental Trust Grant Contract for \$300,000.00, for the Whitted Creek Rehabilitation Project - 25th Street - Lynnwood to Blackhawk. (Public Works Director)

k. ++ Recommendation to approve the additional services requested by Holland Bashum Associates to complete the design for the Bellevue Bay Indoor Water Park, in an amount not to exceed \$148,790.00. (Economic & Community Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(February report is attached)**

18. CLOSED SESSION:

19. ADJOURNMENT

20. \* Acknowledge receipt of the February 27, 2025 Planning Commission Minutes.

# MINUTE RECORD

\*5b1.  
3/4/2025

Bellevue City Council Meeting, February 18, 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 February 18, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, and Julie Collins. Absent: Jerry McCaw.

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

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, provided the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

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

**Motion** was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the February 4, 2025 City Council Minutes; and Acknowledge Receipt of January 14, 2025 Tree Board Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; absent: McCaw. Motion carried.

## **APPROVAL OF CLAIMS:**

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

## **SPECIAL PRESENTATIONS:**

### **Presentation from Omaha Bryan FFA**

Mayor Hike mentioned due to the weather this presentation is rescheduled to March 4, 2025.

## **ORGANIZATIONAL MATTERS:**

### **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Ghassa Abouied as manager for Daoud & Satouf LLC dba Redwood Liquor located at 2609 Chandler Road West Bellevue, NE 68147.** (City Clerk)

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 Casey, seconded by Collins, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Ghassa Abouied as manager for Daoud & Satouf LLC dba Redwood Liquor located at 2609 Chandler Road West Bellevue, NE 68147. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **ORDINANCES FOR ADOPTION: (Third Reading):**

**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)

# MINUTE RECORD

Bellevue City Council Meeting, February 18, 2025, Page 2

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 for the third and final time.

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

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading)**

**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)

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 42<sup>nd</sup> Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide and effective date was read for a second time and a public hearing was held.

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

Mr. Kyle Vohl, 10906 Mill Valley Road, E & A Consulting, was present on behalf of the applicant. He stated the property is located on the southwest corner of South 42<sup>nd</sup> Street and Hwy 370. The area is approximately 16 acres. The proposed project is to allow for five commercial lots and to the south an apartment site. The details of the site plan are being worked on and will be presented in the future for approval. Mr. Vohl stated there has been a traffic study of the area completed. There are some proposed improvements to 42<sup>nd</sup> Street with the traffic study. This would include two south bound lanes and designated right turn lane into the project. He advised this project will bring in an estimated \$26,000,000 to the city.

Councilwoman Welch clarified the request to rezone, however before the project is complete they would need to come back for approval.

Mrs. Tammi Palm, Planning Director, replied yes and no. She explained five of the lots will have a zoning that do not require site plan approval. The multifamily lot to the south, that abuts Maass Road, will have a zoning designation that will require site plan approval. The developer is not ready to do that at this time. When the lot is ready to be developed, the developer will need to seek approval for that lot only. This will only be for the multi-family project.

Councilwoman Welch questioned what type of development will go into the commercial development. Mr. Vohl explained this is all preliminary at this time and there are no specific uses planned for the commercial area at this time. He commented the project apartments will have 90 units.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on March 4, 2025.

## **Request to Preliminary plat Lots 1 through 6, and Outlots A and B, Quail Crossing.**

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

Mr. Kyle Vohl, 10906 Mill Valley Road, E & A Consulting, was present on behalf of the applicant to answer questions.

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

Mayor Hike declared the public hearing closed.

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

**Ordinance No. 4178: An ordinance to vacate all the right-of-way within limits of Lot 7, Tregaron Centre, a platted and recorded addition to Sarpy County, Nebraska.** (Public Works Director)

Ordinance No. 4178: An ordinance declaring the necessity, expediency and propriety of vacating a portion of Lot 7, Tregaron Towne Center right-of-way, a calculated area of 17,067.51 square feet or 0.392 acres more or less, adjoining a portion of Lot 7, Tregaron Towne Center, an addition as surveyed,

# MINUTE RECORD

Bellevue City Council Meeting, February 18, 2025, Page 3

platted and recorded in Sarpy County, Nebraska. Not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith and designating an effective date was read by title only.

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

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Recommend approval of an application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza at Thompson Park on Saturday, April 12, 2025, from 11:00 a.m. to 1:00 p.m., with an Alternate Date - April 19, 2025.** (City Clerk)

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 Welch, seconded by Collins, to approve an application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza at Thompson Park on Saturday, April 12, 2025, from 11:00 a.m. to 1:00 p.m., with an Alternate Date - April 19, 2025. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **RESOLUTIONS:**

**Resolution No. 2025-01: Update of Master Fee Schedule.** (City Clerk)

**Motion** was made by Preister, seconded by Burns, to approve Resolution No. 2025-01: Update of Master Fee Schedule. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **CURRENT BUSINESS:**

**Approve purchase of a 2025 Ford Ranger XLT 4 WD Super Crew for Building Maintenance.** (Public Works Director)

**Motion** was made by Casey, seconded by Welch, to approve purchase of a 2025 Ford Ranger XLT 4 WD Super Crew for Building Maintenance. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the quote from GPM Environmental Solutions for the Flow Study with 5 rental flow meters and 5 sensors, for a 2-week period plus installation and removal, in an amount not to exceed \$18,156.00.** (Public Work Director/Wastewater Superintendent)

**Motion** was made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the quote from GPM Environmental Solutions for the Flow Study with 5 rental flow meters and 5 sensors, for a 2-week period plus installation and removal, in an amount not to exceed \$18,156.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with USA Prime Omaha for use of Aspen Ball Fields beginning March 1, 2025 through October 31, 2025.** (Public Works Director)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with USA Prime Omaha for use of Aspen Ball Fields beginning March 1, 2025 through October 31, 2025.

Councilman Preister requested an update if there is any money owed or any existing problems.

Mr. Jim Ristow, City Administrator, explained this is a different entity than last year. Discussion followed.

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

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (February report will be attached to the March 4th Council packet)**

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 6:21 p.m.

# MINUTE RECORD

Bellevue City Council Meeting, February 18, 2025, Page 4

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

\_\_\_\_\_  
Shirley R. Harbin, Deputy City Clerk

\_\_\_\_\_  
Rusty Hike, Mayor

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

\_\_\_\_\_  
Shirley R. Harbin, Deputy City Clerk

# MINUTE RECORD

6.  
03/04/25

## CLAIMS FOR 2025/03/04

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### CITY ADMINISTRATOR

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	55.77
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	31.54
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	3,938.16
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-ADMIN- BHE307746	507.53
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	26.74
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	281.80
SAM'S CLUB DIRECT	2024/12/08-2025/12/07 MEMBERSHIP DUES	45.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	62.58
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	32.95
		<u>\$ 5,152.59</u>

### CITY COUNCIL

OFFUTT ADVISORY COUNCIL	2025/01/01-12/31 MEMBERSHIP DUES-WELCH	200.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	(113.68)
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	27.51
		<u>\$ 113.83</u>

### LEGAL

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	9.84
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	4,902.30
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-LEGAL - BHE307746	89.57
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	4.72
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	49.73
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	133.02
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	37.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	31.81
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	55.69
		<u>\$ 5,314.18</u>

### CABLE ADVISORY

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	49.21
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	4,425.20
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-CABLE- BHE307746	447.82
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	23.59
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	248.65
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	26.33
		<u>\$ 5,354.66</u>

### CITY CLERK

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	85.31
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	15.77
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	2,399.19
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-CLERK- BHE307746	776.23
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	40.88
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	430.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	20.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	26.52
		<u>\$ 3,909.31</u>

# MINUTE RECORD

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## FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	72.18
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	15.77
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	8,544.83
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-FINANCE-BHE307746	656.81
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	34.60
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	364.68
SAM'S CLUB DIRECT	2024/12/08-2025/12/07 MEMBERSHIP DUES	60.51
TRAVELERS	SELF INSURED CLAIMS	56,107.54
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	78.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	132.39
		<u>\$ 66,579.54</u>

## LIBRARY

BAKER & TAYLOR, LLC	VOX AUDIO BOOKS	99.90
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	73.60
CAPITAL BUSINESS SYSTEMS, INC	2025/01/10-02/09 COPIER EXPENSE	258.63
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	47.30
COX BUSINESS SERVICES	2025/02/09-03/08 MONTHLY SERVICE	410.00
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	8,726.30
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1003 LINCOLN RD-BHE201515	435.52
INDOFF, INC	COPY PAPER	655.82
INGRAM LIBRARY SERVICES	BOOKS	1,633.89
QUADIENT FINANCE USA, INC	2025/01/31M LIBRARY NEOSHIPS	622.85
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	75.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	97.68
		<u>\$ 13,742.23</u>

## ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	55.77
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	15.77
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	12,154.49
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WALL ST-HR- BHE307746	507.53
IDEAL PURE WATER COMPANY	BOTTLED WATER	36.25
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	26.74
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	281.80
THINK AKSARZEN LLP	PHYSICAL TESTING FOR 4 FTFF	2,572.00
UKG INC	2025/01/31M PAYROLL PROCESSING	469.96
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M VOL LIFE	0.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	72.83
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	96.17
		<u>\$ 16,810.87</u>

## CODE ENFORCEMENT

BELLEVUE PRINTING COMPANY	TOW NOTICES	613.54
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	14.02
CAPITAL BUSINESS SYSTEMS, INC	2025/01/10-02/09 COPIER EXPENSE	119.59

# MINUTE RECORD

CLAIMS FOR 2025/03/04

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## CODE ENFORCEMENT (cont'd)

CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	15.77
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	9,228.70
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1510 WALL ST-CODE- BHE195089	108.73
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	6.21
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	140.52
TRIGG WOLD	REIMB FOR RECERTIFICATION	95.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	57.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	71.27
		<u>\$ 10,868.46</u>

## PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION	12,557.20
	2025/01/13-02/09	
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	23.54
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	47.30
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	7,871.20
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1510 WALL ST-PW- BHE195089	182.60
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS THRU 2024/10/31	3,938.96
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS THRU 2024/11/30	7,087.08
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS THRU 2024/12/31	8,971.24
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS FY 2025 THRU	1,460.00
	2025/01/31	
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	10.42
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY TANKS	3,713.04
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	235.98
TRISTAR	2025/01/31M CLAIMS PAID AND ALAE	624.53
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	67.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	104.24
		<u>\$ 47,293.15</u>

## PARKS

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	316.31
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	15.77
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	9,023.94
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1500 WASHINGTON ST- BHE39212	0.00
HEARTLAND NATURAL GAS	AUG '24-DEC '24-206 1/2 INDUSTRIAL DR #B-	1,878.00
	BHE697770	
HGM ASSOCIATES INC	BPW-250108 EVERETT PARK PICKLEBALL	12,000.00
	2024/10/17-2025/01/31	
METROPOLITAN UTILITIES DIST	2025/01/10-02/10 MONTHLY SERVICE	966.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	464.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	70.57
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	85.77
		<u>\$ 25,318.51</u>

## RECREATION

BELLEVUE PRINTING COMPANY	TIME SHEETS, REGISTRATIONS FORMS	460.55
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	126.14
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	83.39
CSI-SOUTH SIDE PRESS	2025 RECREATION BROCHURES	2,689.02

# MINUTE RECORD

## CLAIMS FOR 2025/03/04

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### RECREATION (cont'd)

EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	5,290.54
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	54.38
METROPOLITAN UTILITIES DIST	2025/01/07-02/06 MONTHLY SERVICE	107.31
SAM'S CLUB DIRECT	2024/12/08-2025/12/07 MEMBERSHIP DUES	45.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	16.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	30.12
		<hr/>
		\$ 9,073.96

### FACILITY MAINTENANCE

ALFRED BENESCH & COMPANY	BPW-250101 BIORETENTION GARDEN DESIGN 2025/01/13-02/09	849.33
BIG RED LOCKSMITHS	DUPLICATE KEYS-LONGO SHED	21.00
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	1,132.44
CARPENTER PAPER	JANITORIAL SUPPLIES	1,041.56
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	47.30
CERRIS SYSTEMS NORTH CENTRAL, INC	HP NOT HEATING-PLANNING	285.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE HEAT PUMP-1500 WALL ST	10,525.00
CONTROL MASTERS, INC	PROBLEMS WITH EXHAUST FAN -EVIDENCE ROOM	217.50
CONTROL MASTERS, INC	WORK ON FRESH AIR DAMPERS-1500 WALL ST	1,142.50
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	13,835.37
HEARTLAND NATURAL GAS	AUG '24-DEC '24-109 W 22ND AVE-SR CTR- BHE387012	1,338.46
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1316 FRANKLIN ST-CHIEF TEEN CTR- BHE173904	675.14
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1908 HANCOCK ST- BHE537731	237.16
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1912 HANCOCK ST-NGM351570	209.15
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2000 FRANKLIN ST- ILA068052	528.71
HEARTLAND NATURAL GAS	AUG '24-DEC '24-201 W MISSION AVE- BHE185987	320.06
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2212 MAIN ST- ILA057815	181.39
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2904 HANCOCK ST-BM SHOP- BHE531772	259.73
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2212 MAIN ST- ILA057815	173.44
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2502 PAYNE DR- BHE197090	0.00
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2904 HANCOCK ST-BM SHOP- BHE531772	310.48
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	745.19
HELM SERVICE	ISSUE WITH CO2 SENSOR-1500 WALL ST	352.00
HELM SERVICE	FURNACE WONT' START-TRAINING SITE	3,905.25
IDEAL PURE WATER COMPANY	BOTTLED WATER	48.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDGS	144.11
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	269.20
ROCHESTER MIDLAND CORPORATION	2025/02/28M WATER ENERGY TEAM FIXED BILLING	370.00
TRICO MECHANICAL SERVICES	SCHEDULED MAINTENANCE-TOWER SITE	237.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	66.92
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	82.70
		<hr/>
		\$ 40,180.79

### CEMETERY

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	277.46
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	12.53
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERV CE	83.39

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**CEMETERY (cont'd)**

EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	3,065.29
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1300 LORD BLVD-CEMETERY-BHE213015	0.00
HEARTLAND NATURAL GAS	AUG '24-DEC '24-202 E 13TH AVE- BHE147557	0.00
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	18.29
METROPOLITAN UTILITIES DIST	2025/01/07-02/06 MONTHLY SERVICE	93.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	22.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	26.99
		\$ 3,770.41

**STREETS**

ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2025/01/13-02/09	16,346.56
ALFRED BENESCH & COMPANY	BPW-240103 OVERLAYS PROJECTS 2024/11/18-2025/02/09	1,908.75
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2025/01/13-02/09	6,276.00
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	600.76
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	110.37
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	283.73
CRASH CHAMPIONS #0661 OMAHA	REPAIR DAMAGE 2021 FORD 150 XLT	3,021.83
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	44,199.27
HARRIS DECALS INC	INSTALL VINYL LOGOS	77.10
HEARTLAND NATURAL GAS	AUG '24-DEC '24-12805 S 9TH ST- BHE231905	1,229.17
HEARTLAND NATURAL GAS	AUG '24-DEC '24-206 1/2 INDUSTRIAL DR #A-BHE697769	1,081.05
HEARTLAND NATURAL GAS	AUG '24-DEC '24-206 INDUSTRIAL DR- BHE642709	1,154.18
HGM ASSOCIATES INC	BPW-240102 CONCRETE REPAIRS PROJECTS THRU 2025/01/31	7,757.76
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HGTS STORMWATER 2025/01/01-01/24	3,408.81
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2025/01/01-01/24	21,394.48
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	478.48
METROPOLITAN UTILITIES DIST	2025/01/08-02/06 MONTHLY SERVICE	823.20
METROPOLITAN UTILITIES DIST	2025/01/10-02/10 MONTHLY SERVICE	189.22
MICHAEL TODD INDUSTRIAL SUPPLY	ENGINEER RED FLAGS	178.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 COLLEGE HGTS DRAINAGE 2024/12/21-2025/01/31	525.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 WHITTED CREEK 2024/12/21-2025/01/31	187.50
OMAHA PUBLIC POWER DISTRICT	2025/01/02-01/31 MONTHLY SERVICE	165.39
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	34.86
READY MIXED CONCRETE COMPANY	CONCRETE	5,304.15
TRISTAR	2025/01/31M CLAIMS PAID AND ALAE	2,014.34
UNION PACIFIC RAILROAD COMPANY	BPW-210719 SCHILLING DR-UNION PACIFIC	1,477.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	985.62
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	985.62
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	253.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	323.54
		\$ 122,776.25

**FLEET MAINTENANCE**

911 CUSTOM, LLC	MIC CLIP BRACKETS, INTERNAL ARMREST MOUNTS, SUPER-LED, ADAPTER	1,678.89
ALLIED OIL & TIRE COMPANY	ANTIFREEZE, OIL, DRY DIESEL	2,024.63
ARNOLD AUTO	CERAMIC BRAKE PADS, ROTORS, FILTERS, FUSES,	200.65
AUTOMOTIVE WAREHOUSE DIST, INC	SILICONE ADHESIVE, THREADLOCKER, BALDWIN PARTS, FORNEY PARTS, KURT PARTS, ICO PARTS, TRICO PARTS, DAYCO PARTS	1,149.02
BAUER BUILT TIRE & SERVICE	TIRES	4,320.80

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**FLEET MAINTENANCE (cont'd)**

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	426.80
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	63.07
CLAYS PUMP & EQUIPMENT CO	REPAIRS FOR HOSE REELS IN SHOP	1,956.86
COLLECTIVE DATA, INC	2025/04/18-2026/04/17 USER LICENSES & ADVANCE HOSTING SERV	10,469.22
CORNHUSKER INTERNATIONAL TRUCKS	STEERING LINK, REMAN KITS, TENSIONERS, FAN BELTS, THERMOSTAT, HARNESS, STEERING COLUMN HOUSING, SHOCK ABSORBERS	10,007.53
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	107.39
DANIELSON / TECH SUPPLY	RUBBER CLEANER, SEALANT, WHEEL WEIGHTS VALVES	360.49
DANKO EMERGENCY EQUIPMENT		3,295.93
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	22,569.20
FACTORY MOTOR PARTS CO	THERMOSTAT, SEAL, BEARINGS, FILTER	34.93
GRAINGER	GLOVES, FLOOR CLEANER	421.36
HEARTLAND NATURAL GAS	AUG '24-DEC '24-2012 BETZ RD- BHE262116	2,999.30
HENDERSON PRODUCTS, INC	NOZZLE, BODY, HOLDER	101.17
JONES AUTOMOTIVE	SPIRE - PIPE MOUNTS	386.60
LOGAN CONTRACTORS SUPPLY	INSULATION	118.20
MATHESON TRI-GAS INC	2025/01/31M CYLINDER RENTAL-FAB	229.74
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	129.08
MGX EQUIPMENT SERVICES, LLC	ANNUAL INSPECTION-FAB TRUCK CRANE	688.38
NAPA AUTO PARTS	WHEEL CHECK, FILTERS, THERMOSTAT, BRAKE ROTORS, CHAIN THIGHTENERS, FRONT ENG MOUNTS, TRANS COOLER LINE	1,857.11
NEBRASKA IOWA INDUSTRIAL FASTENERS	DIABLO BLADES, DRILL BITS, DIABLO BLADES, TY-RAP, NUTS, STARTER LUGS	593.97
PAUL LUCHT & SONS, INC	ALIGNMENT & BALANCE ENG41	509.00
ROCKMOUNT RESEARCH AND ALLOYS,	WELDING WIRE	296.04
TOYNE, INC	PISTON INTAKE VALVES, SEAT CUSHION	3,344.80
TY'S OUTDOOR POWER & SERVICE	BELTS, SPRING, BEARINGS, BOLTS	259.97
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	435.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	483.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	145.46
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	184.66
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	327.98
WOODHOUSE PLATTSMOUTH	GROMMET	10.63
		<b>\$ 72,187.38</b>

**PLANNING**

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	21.29
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	31.54
COLUMN SOFTWARE, PBC	LEGAL ADS	41.80
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	3,072.82
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1510 WALL ST-PLANNING-BHE195089	165.16
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	9.43
NEBRASKA PLANNING & ZONING	2025 -NEB PLANNING CONFERENCE- S HANKINS	235.00
OMAHA PUBL C POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	213.45
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	28.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	41.20
		<b>\$ 4,030.71</b>

**PERMITS & INSPECTIONS**

BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	28.45
CAPITAL BUSINESS SYSTEMS, INC	2024/12/18-2025/01/17 COPIER EXPENSE	191.49

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## PERMITS & INSPECTIONS (cont'd)

CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	31.54
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	12,962.50
HARRIS COMPUTER SYSTEMS	DATA MIGRATION AND TRAINING	2,350.00
HEARTLAND NATURAL GAS	AUG '24-DEC '24-PERMITS- BHE195089	220.69
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	12.60
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	285.19
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	81.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	105.07

**\$ 16,780.37**

## POLICE

ABM SUPPLY	RADIO COMMUNICATION HEADSETS-SWAT	2,763.00
A-RELIEF SERVICES	2025/01/09-02/05 PORTABLE RESTROOM-RANGE	199.00
AVERY L LOSCHEN	2025/03/31M RENT FOR K9 BUILDING	1,300.00
BENEFIT PLANS	2025/02/28M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	504.20
CCAP AUTO LEASE	2025/02/28M USPIS VEH LEASE	696.68
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	252.28
CIOX - HEALTH	SUBPEONA FOR MEDICAL RECORDS	40.00
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/02/02-03/01 MONTHLY SERVICE	285.00
CROW LAWN CARE LLC	2024/12/21-2025/01/31 LEGAL FEES-CODE	2,177.69
CULLIGAN OF OMAHA	2025/02/28M BOTTLED WATER	668.55
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	585.00
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	181,583.64
FIRSTTWO, INC	2025/02/12-2026/02/11 FULL AGENCY LICENSE	13,800.00
GALL'S, LLC	FLEX OPS PANTS, KNEE PADS, BELTS	2,422.12
GREAT PLAINS UNIFORMS	BALLISTIC VESTS (2), SEW PATCHES, EMBROIDERING	2,620.00
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	93.00
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1510 WALL ST-POLICE-BHE195089	4,490.86
HYUNDAI MOTOR FINANCE	2025/02/28M LEASE PYMT - HIDTA-DEA-SIMONES	720.01
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	2025/01/01-12/31 MEMBERSHIPS DUES-JASHINSKE, CLARY	440.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.48
JO DONS	PLAQUES-OFFICER OF THE QUARTER, TROPHY	270.00
JORDAN SPENCER	REIMB TRAINING EXPENSES	411.28
JOSEPH GRAY	REIMB FOR CHECQUE MEDICINE-K9	130.76
LENS EQUIPMENT	2025/03/20-2026/03/19 RENEW GPS SERVICE	998.00
L-TRON CORP	DRIVER'S LICENSE SCANNER KIT WITH MOUNTS	4,500.00
MATRIX BUSINESS SYSTEMS INC	BROTHER PRINTER 9570-SN U64647E4F295932	975.00
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	223.26
NEWMAN SIGNS INC	SPECIAL TRAFFIC SIGNS-EMP RECOGNITION	48.64
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	5,054.00
OPTIMAL TRAINING AND EQUIPMENT LLC	GEN 5 G.L.O.V.E.	2,860.00
PARAGON PRINT SYSTEMS	ZEBRA MOBILE COMPUTER, TRIGGER HANDLE	1,093.49
PROJECT LIFESAVER INTERNATIONAL	TRANSMITTER KITS, FREIGHT	3,498.46
SAFARILAND, LLC	BLOOD ALCOHOL COLLECTIONS KITS	372.57
SMITH DAVIS INSURANCE INC	2025/02/12-2029/02/12 SURETY BOND-MARRS	40.00
STEVEN M RATHMAN	2025/01/13-01/16 INSTRUCTOR DEVELOPMENT COURSE-VANN	320.00
STOP STICK, LTD	STOP STICKS WITH STORAGE BAGS	3,504.00
TEEL TECHNOLOGIES	ON-STAR DATA EXTRACTION	1,500.00
THOMSON REUTERS - WEST	2025/01/01-01/31M ONLINE SOFTWARE	231.00

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## POLICE (cont'd)

TRISTAR	2025/01/31M CLAIMS PAID AND ALAE	38,718.13
TRI-TECH FORENSICS, INC	MEDICAL SUPPLIES, EVIDENCE SUPPLIES	2,746.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	3,657.10
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	3,713.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	781.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	1,879.22
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,324.00
		<u>\$ 303,961.53</u>

## FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN, CYLINDER RENTAL	272.31
BLACK HILLS ENERGY	2025/01/02-02/03 MONTHLY SERVICE	543.68
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES (PHARMACY), RESCUE EQUIP & SUPPLIES	5,174.38
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	126.14
COX BUSINESS SERVICES	2025/02/28M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/02/01-28 MONTHLY SERVICE	115.00
ED M FELD EQUIPMENT CO	EXPANSION RINGS, COUPLERS, HOSE REPAIR, PLAIN TIP	733.05
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	134,229.86
GREAT PLAINS UNIFORMS	BOOTS, UNIFORMS (7)	887.91
HEARTLAND NATURAL GAS	AUG '24-DEC '24-211 W 22ND AVE- BHE235679	2,561.34
HEARTLAND NATURAL GAS	AUG '24-DEC '24-1003 W 24TH- BHE215876	1,171.96
INTERNATIONAL ASSOCIATION OF FIRE	2025/10/01-12/31Q MEMBERSHIP DUES-ROHLFING	85.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-DIST 3	2,475.05
LEVANDER'S BODY SHOP OF OMAHA	VEHICLE REPAIR-HERNANDEZ S-LESS TAX	3,566.45
MACQUEEN EQUIPMENT, LLC	HURST EDRAULIC CHARGER	692.00
MARCO TECHNOLOGIES, LLC	2025/01/02-02/01 COPIER EXPENSE	152.41
MARKING REFRIGERATION, INC	SCOTSMAN ICE MACHINE FOR DIST 3	5,165.00
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE	1,860.12
METROPOLITAN UTILITIES DIST	2025/01/07-02/06 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2025/01/08-02/06 MONTHLY SERVICE	3,073.44
METROPOLITAN UTILITIES DIST	2025/01/10-02/10 MONTHLY SERVICE	1,384.69
STERICYCLE, INC	2025/01/31M ON-SITE SHREDDING	144.00
STRYKER SALES CORPORATION	RESCUE EQUIPMENT & SUPPLIES	343.17
TRISTAR	2025/01/31M CLAIMS PAID AND ALAE	4,500.95
UNITED HEALTHCARE INSURANCE CO	REFUND FOR SERVICE	665.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	2,708.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	2,708.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	603.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	1,299.83
WAYNE ELMORE	REFUND FOR SERVICE	87.87
ZOLL DATA SYSTEMS INC	2025/03/31M ZOLL BILLING	1,654.80
ZOLL DATA SYSTEMS INC	2025/03/15-06/14Q FRMS MAINTENANCE	3,000.94
		<u>\$ 182,250.05</u>

## NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2025/01/31M CDBG CONSULTANT FEE	675.00
AMERICAN NATIONAL BANK	2025/01/31M ACCT 1000 ANALYSIS CHG	722.81
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	320.64
HEARTLAND MARKETING &	2024/12/30-2025/01/26 SOCIAL MEDIA	2,119.33
HUB INTERNATIONAL GREAT PLAINS	GASB 75 ACTUARIAL VALUATION FY 2024	6,870.00
LOCKTON COMPANIES, LLC	2025/02/28M WELLNESS PROGRAM	1,875.00
NEBRASKA WORKERS' COMP COURT	2024/01/01-12/31 WORKER'S COMP ASSESSMENT	27,968.00
NE-DEPARTMENT OF REVENUE	2025/01/31M SALES AND USE TAX	77.95
PM AM CORPORATION	2025/01/31M ALARM FEES INV# 202501063	1,996.00
		<u>\$ 42,624.73</u>

# MINUTE RECORD

CLAIMS FOR 2025/03/04

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## INFORMATION TECHNOLOGY

CDWG GOVERNMENT	YUBICO YUBIKEY 5 NFC FIPS (50)	4,000.00
MOTOROLA SOLUTIONS, INC	REMOTE MOUNT CABLES, BATTERIES, SPEAKER MODULE, CABLES	2,878.18
RACOM CORP	2025/01/01-12/31 FIRE STATION ALERTING	14,177.17
SARPY COUNTY FISCAL ADMINISTRATION	2024/07/01-09/30Q DATA PROCESSING SERVICES	29,203.25
SHI INTERNATIONAL CORP	2025/04/13-2026/04/12 ABSOLUTE RESILIENCE LICENSE & MAINT	4,687.20
STERLING COMPUTERS	FORTIGATE THREAT PROTECTION FOR IT	1,055.66
		<b>\$ 56,001.46</b>

## 2206 LONGO DR-ANNEX

C&E INDUSTRIES	2024/12/31M JANITORIAL SERVICE	995.10
C&E INDUSTRIES	2025/01/31M JANITORIAL SERVICE	995.10
C&E INDUSTRIES	2024/12/31M JANITORIAL SERVICE	2,996.00
C&E INDUSTRIES	2025/01/31M JANITORIAL SERVICE	2,996.00
CENTURY LINK	2025/01/04-02/03 MONTHLY SERVICE	135.04
CINTAS LOCATION #749	MAT SERVICE	1,379.85
COX BUSINESS SERVICES	2024/11/27-2025/01/06 MONTHLY SERVICE	147.00
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	127.18
METROPOLITAN UTILITIES DIST	2024/12/05-2025/01/06 MONTHLY SERVICE	1,896.74
OMAHA PUBLIC POWER DISTRICT	2024/11/22-12/23 MONTHLY SERVICE	5,221.06
PAPILLION SANITATION	2025/01/31M SERVICE	379.30
PRECISION LIGHTING & ELECTRIC, LLC	ELECTRICAL WORK	1,924.13
PROTECH PEST CONTROL	2025/01/31M PEST CONTROL	144.45
SELDIN LLC	APPFOLIO FEES FOR 12.31	42.28
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	BANK FEES	21.62
STERICYCLE, INC	2025/01/31M SERVICE	180.85
USG	CHECKED ALL RR FOR OPERATIONS	229.78
USG	CLEARED TOILET	126.26
USG	CHECKED COMMON AREA LIGHTS	160.50
USG	REPLACED BULBS	160.50
USG	REATTACHED PIPE COVERS	126.26
USG	REPAIRED DOOR KNOB, PICKED UP SUPPLIES, REPLACED BATTERY	251.59
USG	2024/11/30 MONTHLY ELEVATOR INSPECTION	112.10
USG	ADJUSTED TIMER TO STAY ON LONGER IN THE MORNING	117.70
USG	LOWERED FLAGS TO HALF STAFF	117.70
USG	2024/12/31 MONTHLY ELEVATOR INSPECTION	112.10
USG	CHECKED FOR LEAKS	192.10
WATERLINK INC	2025/01/31M WATER TREATMENT SERVICE	431.63
		<b>\$ 23,169.92</b>

## WASTEWATER

AMERICAN NATIONAL BANK	2025/01/31M ACCT 1034 ANALYSIS CHG	39.32
CENTURY LINK	2024/12/22-2025/01/21 MONTHLY SERVICE	77.12
CENTURY LINK	2025/01/22-02/21 MONTHLY SERVICE	187.56
CENTURY LINK	2025/02/04-03/03 MONTHLY SERVICE	66.19
COX BUSINESS SERVICES	2025/02/04-03/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	LEADER HOSE, SHIPPING, TIGER TAIL, SEWER HOSE, LEBEL WIND, SUPERTUBE	5,597.86
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE REHAB 2025/01/31M	12,181.25
EMPLOYEE BENEFITS SYSTEMS	2025/02/28M HEALTH INSURANCE	20,896.96
METROPOLITAN UTILITIES DIST	2025/01/08-02/06 MONTHLY SERVICE	1,069.34
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS-J CHAVEZ	200.00
RJN GROUP INC	BPW-240702 2024 GIS UPDATES & FIELD CONF THRU 2025/01/31	14,175.00

# MINUTE RECORD

**CLAIMS FOR 2025/03/04**

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**WASTEWATER (cont'd)**

UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M DENTAL INSURANCE	559.32
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M DENTAL INSURANCE	530.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LIFE	119.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/01/31M LTD	147.30
		<u>\$ 56,067.82</u>

**COMMUNITY BETTERMENT**

OMAHA PUBLIC POWER DISTRICT	2024/12/26-2025/01/27 MONTHLY SERVICE	100.24
		<u>\$ 100.24</u>

**COMMUNITY DEVELOPMENT**

ABBY HIGHLAND	2025/02/02-02/07 CDBG CONSULTANT EXPENSES	1,222.01
ABBY HIGHLAND	2025/01/31M CDBG CONSULTANT FEE	3,825.00
		<u>\$ 5,047.01</u>

**TOTAL CLAIMS FOR 2025/03/04** \$ 1,138,479.96

**TOTAL PAYROLL FOR 2025/02/14** \$ 1,812,003.32



## 2024 4th Quarter Economic Indicators Report

7c.  
03/04/25

Building Permit Valuations					
Community	Oct-24	Nov-24	Dec-24	4th Qtr. 2024	4th Qtr. 2023
Sarpy County	\$ 3,047,144	\$ 2,367,011	\$ 2,609,634	\$ 8,023,789	\$ 12,071,790
Bellevue	\$ 27,859,565	\$ 7,931,104	\$ 11,845,323	\$ 47,635,992	\$ 41,839,825
Papillion	\$ 59,662,908	\$ 16,128,389	\$ 33,040,997	\$ 108,832,294	\$ 80,995,000
La Vista	\$ 2,042,382	\$ 2,556,532	\$ 133,736	\$ 4,732,650	\$ 19,001,396
Gretna	\$ 12,667,209	\$ 14,814,122	\$ 6,376,450	\$ 33,857,781	\$ 54,077,202
Springfield	\$ 465,849,545	\$ 4,400	\$ 4,500	\$ 465,858,445	\$ 3,478,142
<b>TOTAL</b>	<b>\$ 571,128,753</b>	<b>\$ 43,801,558</b>	<b>\$ 54,010,640</b>	<b>\$ 668,940,951</b>	<b>\$ 211,463,355</b>

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Gretna Landing Replat 4	South 192nd and Highway 370	Gretna	5
<b>TOTAL</b>			<b>5</b>

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Iske Hilltop	Northwest 10th Street and LaPlate Road	Sarpy	1
Sunset Meadows Replat	Harrison and Highway 6	Sarpy	29
Magnolia Replat 1	South 108 and Highway 370	Gretna	1
Aspen Creek West	South 192 and Cornhusker	Gretna	136
<b>TOTAL</b>			<b>167</b>

Approved Multi-Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
<b>TOTAL</b>			<b>0</b>

Single Family Housing Permits Issued					
Community	Oct-24	Nov-24	Dec-24	4th Qtr. 2024	4th Qtr. 2023
Sarpy County	0	2	3	5	26
Bellevue	10	5	11	26	26
Papillion	29	40	39	108	95
La Vista	0	0	0	0	0
Gretna	37	12	18	67	141
Springfield	0	0	0	0	2
<b>TOTAL</b>	<b>76</b>	<b>59</b>	<b>71</b>	<b>206</b>	<b>290</b>

Multi-Family Housing # of Units Permits Issued					
Community	Oct-24	Nov-24	Dec-24	4th Qtr. 2024	4th Qtr. 2023
Sarpy County	0	0	4	4	0
Bellevue	0	0	0	0	0
Papillion	0	0	0	0	108
La Vista	0	0	0	0	0
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>108</b>

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
Oct-24	101,701	98,859	2,842	2.8%
Nov-24	101,692	98,927	2,765	2.7%
Dec-24	100,789	98,156	2,633	2.6%
Oct-23	101,426	99,350	2,073	2.0%
Nov-23	101,128	99,029	2,099	2.1%
Dec-23	100,661	98,414	2,247	2.2%



## Q4 2024 - Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	\$ 13,329,242	\$ 15,801,264	\$ 22,815,027	\$ 8,023,789	\$ 59,969,322
	2023	\$ 2,768,473	\$ 7,782,425	\$ 7,934,334	\$ 12,071,790	\$ 30,557,022
Bellevue	2024	\$ 54,384,621	\$ 64,051,814	\$ 85,388,290	\$ 47,635,992	\$ 251,460,717
	2023	\$ 19,426,394	\$ 60,908,407	\$ 35,277,587	\$ 41,839,825	\$ 157,452,213
Papillion	2024	\$ 44,960,556	\$ 107,383,360	\$ 96,679,881	\$ 108,832,294	\$ 357,856,091
	2023	\$ 56,850,236	\$ 92,162,637	\$ 31,515,889	\$ 80,995,000	\$ 261,523,762
La Vista	2024	\$ 6,885,700	\$ 3,186,136	\$ 33,786,319	\$ 4,732,650	\$ 48,590,805
	2023	\$ 2,671,460	\$ 12,171,460	\$ 2,655,166	\$ 19,001,396	\$ 36,499,482
Gretna	2024	\$ 27,006,682	\$ 68,342,433	\$ 54,577,461	\$ 33,857,781	\$ 183,784,357
	2023	\$ 51,638,351	\$ 47,156,586	\$ 58,996,670	\$ 54,077,202	\$ 211,868,809
Springfield	2024	\$ 1,429,807	\$ 670,260	\$ 4,386,643	\$ 465,858,445	\$ 472,345,155
	2023	\$ 3,903,861	\$ 9,166,257	\$ 6,581,585	\$ 3,478,142	\$ 23,129,845
TOTALS	2024	\$ 147,996,608	\$ 259,435,267	\$ 297,633,621	\$ 668,940,951	\$ 1,374,006,447
	2023	\$ 137,258,775	\$ 229,347,772	\$ 142,961,231	\$ 211,463,355	\$ 721,031,133

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	27	41	12	5	85
	2023	1	5	9	26	41
Bellevue	2024	36	38	43	26	143
	2023	29	41	75	26	171
Papillion	2024	81	143	142	108	474
	2023	68	117	60	95	340
La Vista	2024	0	0	0	0	0
	2023	0	1	0	0	1
Gretna	2024	94	107	115	67	383
	2023	69	117	122	141	449
Springfield	2024	2	2	1	0	5
	2023	0	1	1	2	4
TOTALS	2024	240	331	313	206	1090
	2023	167	282	267	290	1006



## Q4 2024 - Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	0	0	0	4	4
	2023	0	0	0	0	0
Bellevue	2024	36	0	156	0	192
	2023	0	15	0	108	123
Papillion	2024	0	68	0	0	68
	2023	0	0	0	0	0
La Vista	2024	0	8	201	0	209
	2023	0	0	0	0	0
Gretna	2024	8	220	2	0	230
	2023	210	0	0	0	210
Springfield	2024	0	0	0	0	0
	2023	0	0	0	0	0
TOTALS	2024	44	296	359	4	703
	2023	210	15	0	108	333

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	3	0	0	30	33
	2023	0	5	0	8	13
Bellevue	2024	0	0	110	0	110
	2023	0	0	0	0	0
Papillion	2024	0	438	0	0	438
	2023	70	433	0	0	503
La Vista	2024	0	0	0	0	0
	2023	0	0	0	0	0
Gretna	2024	10	0	0	137	147
	2023	147	0	0	0	147
Springfield	2024	0	0	0	0	0
	2023	0	0	0	0	0
TOTALS	2024	13	438	110	167	728
	2023	217	438	0	8	663

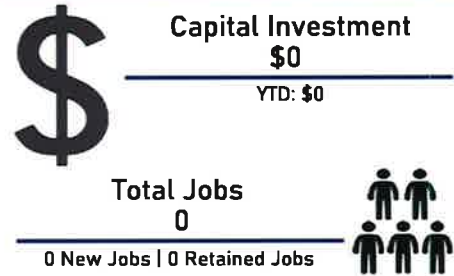
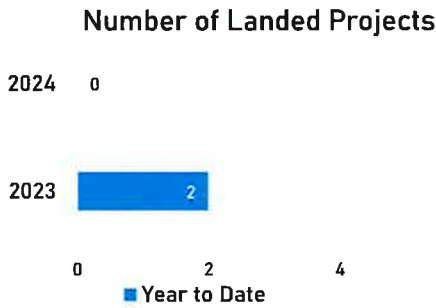
**Commercial Projects Permitted Over \$100,000**

Project	Address/Location	Community	Valuation	Sq. Ft.
META	13805 Silicon Prairie Plaza	Springfield	\$476,687,995	522,733
PLCS New Elementary School at Granite Creek	9922 Prospect Street	Papillion	\$21,000,000	55,183
IH SR - Kia	10902 South 150th Street	Papillion	\$15,675,000	62,950
Volleyball Training Center	19644 Cypress Drive	Gretna	\$10,269,721	65,060
La Vista Middle School	7900 Edgewood Boulevard	La Vista	\$6,202,000	0
Thanksgiving Lutheran Church renovation	3702 South 370 Plaza	Bellevue	\$5,126,518	27,726
Young Adult Transition Program	10790 Wittmus Drive	Papillion	\$4,000,000	10,407
PLCS- Young Adult Transition Program	10790 Wittmus Drive	Papillion	\$4,000,000	10,407
AD Industrial Park	14607 Chandler Road	La Vista	\$3,500,000	58,800
Caliber Collision	10049 South 71st Ave	Papillion	\$3,500,000	17,548
JPPD Substation	8906 South 36 Street	Bellevue	\$3,000,000	0
Bellevue University - remodel	812 Bruin Boulevard	Bellevue	\$2,500,000	0
Chipotle	12251 McDermott Plaza	La Vista	\$1,730,032	2,325
KC Cabinetry	19303 Raven Ridge Drive, Suite 105	Gretna	\$1,512,487	16,640
Cedar Properties Storage Building	205 Industrial Road	Bellevue	\$910,080	0
LockBox Schram Road Phase II	11780 South 125th Street	Papillion	\$900,000	32,000
Conductix Tenant Finish	11921 South 156 Street	Papillion	\$871,540	0
Tommy's Car Wash	11533 South 31 Street	Bellevue	\$775,684	4,720
Semi-Trailer Parking	11480 South 156th Street	Papillion	\$726,299	0
Wildewood Christian Church - Renovation	1255 Royal Drive	Papillion	\$701,667	24,424
Tenant - WESCO	11950 South 153rd	Papillion	\$674,350	0
VEBCO	13900 Chalco Valley Parkway, Suite 105	La Vista	\$500,000	0
Merck Commercial Project	10488 South 136th Street	Papillion	\$377,235	228,438
Calliant Autism Care	11717 Bryan Street, Suite 101	Gretna	\$365,577	3,487
Beautiful Soul	16919 Audrey Street, Suite 40	Sarpy	\$350,000	7,450
Discount Tire	9974 South 71 Avenue	Papillion	\$350,000	1,587
Starbucks	19513 Oakmont Drive	Gretna	\$349,850	2,500
Nail Salon	18870 Oakmont Drive, Suite 3	Gretna	\$326,189	3,316
Summitt Dental Health	8041 South 83 Avenue	La Vista	\$305,400	0
Wendy's Remodel	610 Galvin Road	Bellevue	\$300,000	0
Roll-Em Up Taquitos	12434 Southport Parkway, Suite 300	La Vista	\$250,000	0
Mantis Spa	17870 Oakmont Drive, Suite 104	Gretna	\$240,152	1,760
Optum Serve	9849 S 168 Avenue Unit 5	Gretna	\$232,535	2,218
We Rock Second Expansion	10717 Virginia Plaza	Papillion	\$200,000	3,315
Yoga 96 Yoga Studio	9831 South 96 Street	Papillion	\$190,000	2,207
The Back Nine- Shadow Lake Tenant Finish	7775 Olson Drive	Papillion	\$165,000	2,734
Victress Indoor Gym	8035 South 83 Street	La Vista	\$130,000	3,040
Crescent Electric	7769 South 133 Street, Suite 102	La Vista	\$126,000	14,336
VP Dodge Real Estate Tenant Finish	11336 South 96th Street	Papillion	\$125,000	2,257
Commercial Flat Roof Replacement	1231 Golden Gate Drive	Papillion	\$120,245	0
Greenhouses remodel	11240 South 66 Street	Papillion	\$120,000	18,714

## GOAL

Create, grow and recruit businesses, jobs and investment in Sarpy County

### Landed Projects



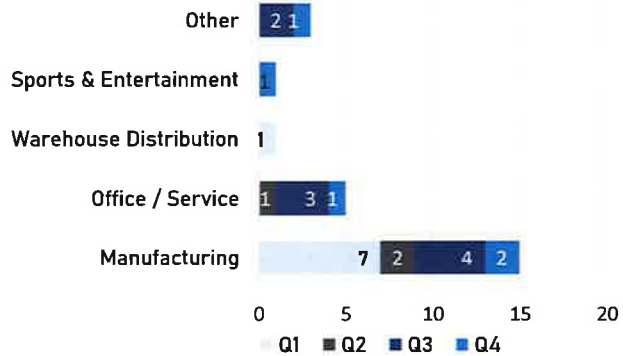
### Project Pipeline

**5 Opportunities - Q4**  
5 New to Market



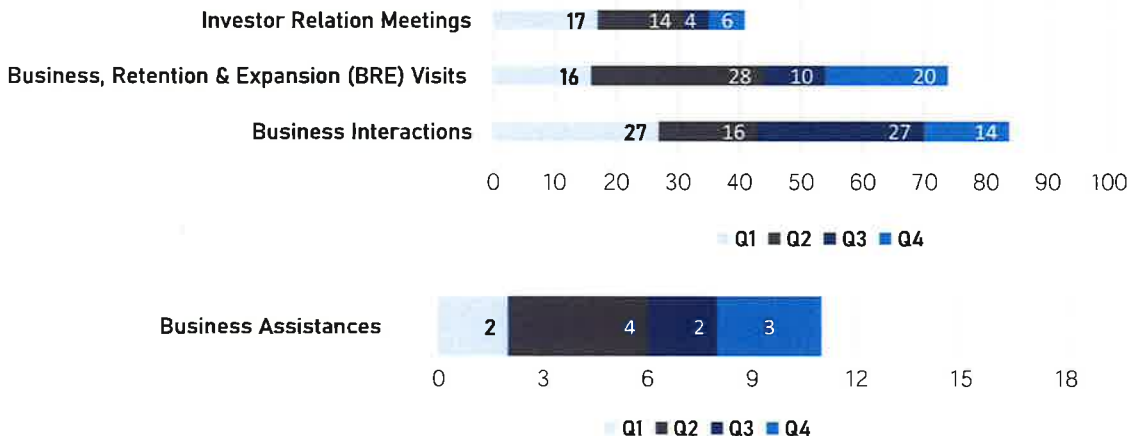
- New to Market / Start Up
- Retention / Expansion

**New to Market Project Type - Q4**



**1 Prospect Visit - Q4**  
3 YTD

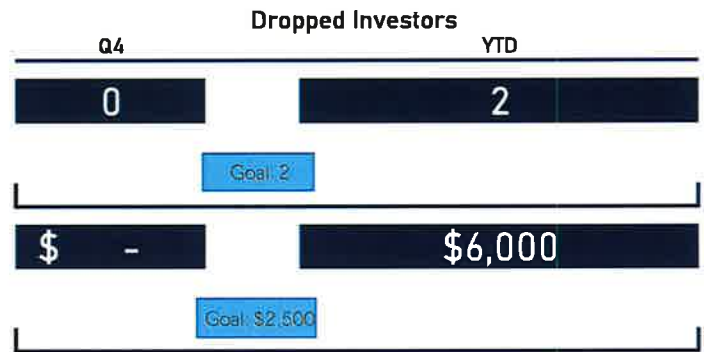
### Business Interactions



# GOAL

Deliver relevant and high quality member programs, events, services and information

## Investor Base



## Event Engagement

### Investor Engagement

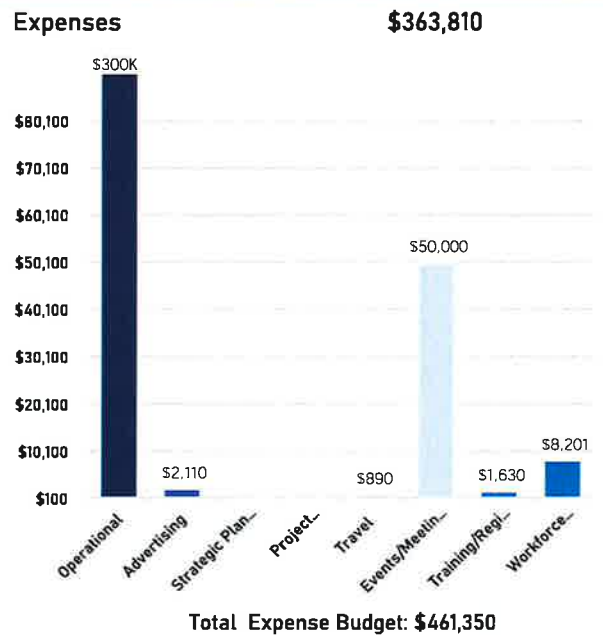
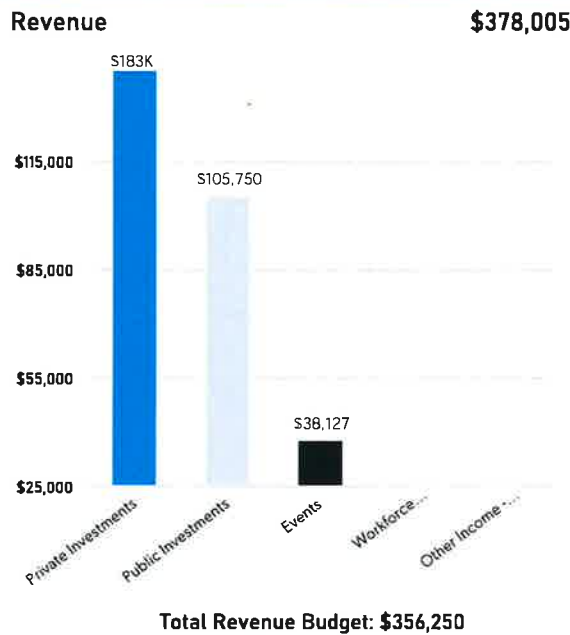
- (286) Annual Meeting
- (59) 1st Qtr. Investor Meeting
- (25) Happy Hour
- (67) 2nd Qtr. Investor Meeting
- (74) VIP Reception
- (21) Happy Hour
- (33) 3rd Qtr. Investor Meeting
- (54) Happy Hour



### Board Member Engagement

- (42) March Board Meeting
- (31) June Board Meeting
- (31) Sept. Board Meeting
- (36) Dec. Board Meeting

## Organizational Resources



## Strategic Meetings

	Q4	YTD
Community Interactions	39	106
Speaking Engagements	0	1
Site Development & Project Meetings	0	4
Investor Prospect Meetings	3	8

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
January	98,763	96,179	2,584	2.6%
February	99,961	97,023	2,938	2.9%
March	100,593	98,006	2,587	2.6%
April	100,645	98,203	2,442	2.4%
May	101,145	98,485	2,660	2.6%
June	100,795	97,619	3,176	3.2%
July	101,651	98,735	2,916	2.9%
August	100,844	98,144	2,700	2.7%
September	100,805	98,261	2,544	2.5%
October	101,701	98,859	2,842	2.8%
November	101,692	98,927	2,765	2.7%
December	100,789	98,156	2,633	2.6%

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2024	27	41	12	5	85
	2023	1	5	9	26	41
Bellevue	2024	36	38	43	26	143
	2023	29	41	75	26	171
Papillion	2024	81	143	142	108	474
	2023	68	117	60	95	340
La Vista	2024	0	0	0	0	0
	2023	0	1	0	0	1
Gretna	2024	94	107	115	67	383
	2023	69	117	122	141	449
Springfield	2024	2	2	1	0	5
	2023	0	1	1	2	4
TOTALS	2024	240	331	313	206	1,090
	2023	167	282	267	290	1,006

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2024	3	0	0	30	33
	2023	0	5	0	8	13
Bellevue	2024	0	0	110	0	110
	2023	0	0	0	0	0
Papillion	2024	0	438	0	0	438
	2023	70	433	0	0	503
La Vista	2024	0	0	0	0	0
	2023	0	0	0	0	0
Gretna	2024	10	0	0	137	147
	2023	147	0	0	0	147
Springfield	2024	0	0	0	0	0
	2023	0	0	0	0	0
TOTALS	2024	13	438	110	167	728
	2023	217	438	0	8	663

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2024	0	0	0	4	4
	2023	0	0	0	0	0
Bellevue	2024	36	0	156	0	192
	2023	0	15	0	0	15
Papillion	2024	0	68	0	0	68
	2023	0	0	0	108	108
La Vista	2024	0	8	201	0	209
	2023	0	0	0	0	0
Gretna	2024	8	220	2	0	230
	2023	210	0	0	0	210
Springfield	2024	0	0	0	0	0
	2023	0	0	0	0	0
TOTALS	2024	44	296	359	4	703
	2023	210	15	0	108	333

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2024	\$ 13,329,242	\$ 15,801,264	\$ 22,815,027	\$ 8,023,789	\$ 59,969,322
	2023	\$ 2,768,473	\$ 7,782,425	\$ 7,934,334	\$ 12,071,790	\$ 30,557,022
Bellevue	2024	\$ 54,384,621	\$ 64,051,814	\$ 85,388,290	\$ 47,635,992	\$ 251,460,717
	2023	\$ 19,426,394	\$ 60,908,407	\$ 35,277,587	\$ 41,839,825	\$ 157,452,213
Papillion	2024	\$ 44,960,556	\$ 107,383,360	\$ 96,679,881	\$ 108,832,294	\$ 357,856,091
	2023	\$ 56,850,236	\$ 92,162,637	\$ 31,515,889	\$ 80,995,000	\$ 261,523,762
La Vista	2024	\$ 6,885,700	\$ 3,186,136	\$ 33,786,319	\$ 4,732,650	\$ 48,590,805
	2023	\$ 2,671,460	\$ 12,171,460	\$ 2,655,166	\$ 19,001,396	\$ 36,499,482
Gretna	2024	\$ 27,006,682	\$ 68,342,433	\$ 54,577,461	\$ 33,857,781	\$ 183,784,357
	2023	\$ 51,638,351	\$ 47,156,586	\$ 58,996,670	\$ 54,077,202	\$ 211,868,809
Springfield	2024	\$ 1,429,807	\$ 670,260	\$ 4,386,643	\$ 465,858,445	\$ 472,345,155
	2023	\$ 3,903,861	\$ 9,166,257	\$ 6,581,585	\$ 3,478,142	\$ 23,129,845
TOTALS	2024	\$ 147,996,608	\$ 259,435,267	\$ 297,633,621	\$ 668,940,951	\$ 1,374,006,447
	2023	\$ 137,258,775	\$ 229,347,772	\$ 142,961,231	\$ 211,463,355	\$ 721,031,133

**Commercial Projects Permitted Over \$100,000**

Quarter	Project	Address/Location	Community	Valuation
4th	META	13805 Silicon Prairie Plaza	Springfield/Papillion	\$488,687,995
4th	PLCS New Elementary School at Granite Creek	9922 Prospect Street	Papillion	\$21,000,000
4th	HH SR - Kia	10902 South 150th Street	Papillion	\$15,675,000
3rd	Papillion Water Treatment Accessory Building	15390 S 87th Street	Sarpy	\$13,445,179
4th	Shell building Commercial Warehouse	Unknown	Papillion	\$11,697,795
2nd	Bellevue West High School - addition/renovation	1501 Thurston Avenue	Bellevue	\$10,914,605
4th	Volleyball Training Center	19644 Cypress Drive	Gretna	\$10,269,721
3rd	Mid-States Utility	14289 Prairie Corners Road	Papillion	\$10,000,000
2nd	Trumble Park Elementary School - addition/renovation	500 Valley Road	Papillion	\$8,058,307
1st	Hickory Hill Elementary School addition/renovation	1307 Rogers Drive	Papillion	\$7,800,000
2nd	Tara Heights Elementary School - addition / renovation	700 Tara Road	Papillion	\$7,025,000
3rd	Peterbilt Truck Facility	11502 Wickersham Boulevard	Gretna	\$6,580,154
4th	La Vista Middle School	7900 Edgewood Boulevard	La Vista	\$6,202,000
4th	Thanksgiving Lutheran Church renovation	3702 South 370 Plaza	Bellevue	\$5,126,518
1st	Turnkey	9009 South 135th Street	Papillion	\$5,113,366
2nd	Calvary Christian Church	10104 Cedar Island Road	Bellevue	\$5,111,000
1st	Parkview Heights School addition/remodel	7609 South 89th Street	La Vista	\$4,968,000
3rd	Google	14865 Gold Coast Road	Papillion	\$4,440,244
3rd	Lawson Cryogenics	15130 S 205th Avenue	Gretna	\$4,386,253
3rd	Baseball Training Facility	19680 Cypress Drive	Gretna	\$4,309,523
4th	Young Adult Transition Program	10790 Wittmus Drive	Papillion	\$4,000,000
4th	PLCS- Young Adult Transition Program	10790 Wittmus Drive	Papillion	\$4,000,000
2nd	New Flex Warehouse	1903 Raven Ridge Drive	Gretna	\$3,964,876
1st	MUD addition & new building	4001 LaPlatte Road	Bellevue	\$3,700,000
4th	AD Industrial Park	14607 Chandler Road	La Vista	\$3,500,000
4th	Caliber Collision	10049 South 71st Ave	Papillion	\$3,500,000
3rd	Commercial Building-AM Contracting	14845 Rodina Street	Springfield	\$3,152,207
4th	OPPD Substation	8906 South 36 Street	Bellevue	\$3,000,000
3rd	ALDI INC	19311 Oakmont Drive	Gretna	\$2,841,936
2nd	Kelley Engineered Equipment	14024 S 220th Street	Gretna	\$2,766,564
4th	Bellevue University - remodel	812 Bruin Boulevard	Bellevue	\$2,500,000
1st	Bellevue Public Schools - addition	2812 Arboretum Drive	Bellevue	\$2,400,000
3rd	LGT Corporate Headquarters	13427 Lynam Drive	Papillion	\$2,000,000
2nd	Chase Bank	8650 South 71st Plaza	Papillion	\$1,800,000
4th	Chipotle	12251 McDermott Plaza	La Vista	\$1,730,032
2nd	New Flex Office Building	177828 Oakmont Drive	Gretna	\$1,524,490
4th	KC Cabinetry	19303 Raven Ridge Drive, Suite 105	Gretna	\$1,512,487
1st	Chandler Storage	1524 Chandler Road	Bellevue	\$1,500,000
2nd	B Douglas	20070 Hampton Drive	Gretna	\$1,299,600
3rd	New Mixed Use Building	22010 Platteview Road	Gretna	\$1,279,641
2nd	Retail Space	7949 Towne Center	Papillion	\$1,250,000
3rd	Midwest Pickleball Club	12125 South 156 Street	Papillion	\$1,128,683
3rd	Tower District	108 Scott Road	Papillion	\$1,100,000
3rd	NEBCO	14301 Chandler Road	La Vista	\$1,000,000
1st	Space Tech Park remodel	1408 Fort Crook Road, Suite 300	Bellevue	\$1,000,000
2nd	New Commercial Building - Outdoor Living	9240 South 124th Street	Papillion	\$985,000
1st	Rocket Car Wash	19111 Oakmont Drive	Gretna	\$910,661
4th	Cedar Properties Storage Building	205 Industrial Road	Bellevue	\$910,080
3rd	City Centre Professional Services	7878 Main Street, Suite 2 E&F	La Vista	\$907,354
4th	LockBox Schram Road Phase II	11780 South 125th Street	Papillion	\$900,000
4th	Conductix Tenant Finish	11921 South 156 Street	Papillion	\$871,540
2nd	Redline Athletics	17878 Oakmont Drive, Suite 110	Gretna	\$859,996
2nd	MSI Tenant Improvement	11921 South 156th Street	Papillion	\$838,500
1st	Nebraska Warehouse	14850 Rodina Street	Springfield	\$818,352
2nd	Weeder Pediatric Dentistry	10723 Hillcrest Plaza	La Vista	\$778,000
4th	Tommy's Car Wash	11533 South 31 Street	Bellevue	\$775,684
1st	Panda Express	12448 Southport Parkway	La Vista	\$750,000
4th	Semi-Trailer Parking	11480 South 156th Street	Papillion	\$726,299
3rd	United Republic Bank	12751 S 216th Plaza	Gretna	\$710,422
4th	Wildewood Christian Church - Renovation	1255 Royal Drive	Papillion	\$701,667
1st	Oasis Cigar Lounge	8216 City Centre Drive, Suite A	La Vista	\$700,000
3rd	Commercial Remodel- Restaurant	166 S 2nd Street	Springfield	\$694,935
3rd	McDonalds	2306 Towne Centre Drive	Bellevue	\$675,539
4th	Tenant -WESCO	11950 South 153rd	Papillion	\$674,350
3rd	Lost Rail Golf Club (addition)	23232 Cary Street	Sarpy	\$650,000
3rd	Net Par	17878 Oakmont Drive Suite 1	Gretna	\$637,303
3rd	Strek	11710 Peel Circle	La Vista	\$631,000
3rd	Sagebrook Clubhouse	9824 Hillcrest Plaza	La Vista	\$622,649
3rd	Cabin Coffee Express	9925 South 99 Circle	Papillion	\$600,000
1st	Woodhouse - remodel	7713 South 19th Circle	Bellevue	\$553,181
1st	Cardinal Commons	9225 South 9th Court	Bellevue	\$527,132
3rd	The Vive Movement	20816 W Gruenther Road Bay 101	Gretna	\$525,942
2nd	McDonald's	19413 Oakmont Drive	Gretna	\$516,938
4th	NEBCO	13900 Chalco Valley Parkway, Suite 105	La Vista	\$500,000
2nd	Fontenelle Forest tree house	1111 Bellevue Boulevard	Bellevue	\$500,000
2nd	Starbucks	10403 South 15th Street, Bay 101	Bellevue	\$500,000
2nd	Ashbury Hills Clubhouse	11653 South 124th Avenue	Papillion	\$500,000
2nd	Medical Facility	2063 Creekside Drive	Papillion	\$500,000
2nd	Beautiful Savior Lutheran Church renovation	7706 South 96 Street	La Vista	\$487,530
1st	Fareway Meat & Grocery	17070 Audrey Street	Sarpy	\$475,000
1st	Fareway remodel	1325 Jersey Street	Papillion	\$475,000
2nd	Tenant Finish Office Space	11446 Valley Ridge Drive	Papillion	\$450,000

**Commercial Projects Permitted Over \$100,000**

Quarter	Project	Address/Location	Community	Valuation
1st	Starbucks Coffee	9550 South 71st Plaza	Papillion	\$450,000
2nd	Treetop Pediatric Dentistry	10520 S 204th Street, Suite 104	Gretna	\$435,169
2nd	Starbucks Coffee	108 Scott Road	Papillion	\$425,000
1st	Winwater/Winsupply	9110 South 145th Street	Gretna	\$408,613
4th	Merck Commercial Project	10488 South 136th Street	Papillion	\$377,235
2nd	Carter's/Oshkosh	7809 Towne Center	Papillion	\$375,000
1st	Walnut Creek Eyecare	2063 Creek Side Drive	Papillion	\$369,000
4th	Galliant Autism Care	11717 Bryan Street, Suite 101	Gretna	\$365,577
3rd	Flex Building	6924 South 110 Street	La Vista	\$365,000
2nd	Hair Salon	10914 Cumberland Drive	Papillion	\$360,000
4th	Beautiful Soul	16919 Audrey Street, Suite 40	Sarpy	\$350,000
4th	Discount Tire	9974 South 71 Avenue	Papillion	\$350,000
3rd	City of La Vista (public restroom building)	7702 Edgewood Boulevard	La Vista	\$350,000
2nd	Bellevue University greenhouse	1006 Bruin Boulevard	Bellevue	\$350,000
2nd	Laundry Worx remodel	7511 South 36th Street, Suite 1 & 2	Bellevue	\$350,000
2nd	Commercial Building	14248 Highway 370	Papillion	\$350,000
4th	Starbucks	19513 Oakmont Drive	Gretna	\$349,850
3rd	Carters/Oshkosh	7809 Towne Center Parkway	Papillion	\$337,000
3rd	Arby's	19609 Oakmont Drive	Gretna	\$330,818
4th	Nail Salon	18870 Oakmont Drive, Suite 3	Gretna	\$326,189
3rd	Premier Pet Hospital	10421 Portal Road	Papillion	\$325,000
2nd	Commercial Recover Roof	718 North Washington Street	Papillion	\$325,000
1st	Midlands MOB remodel	401 East Gold Coast Road	Papillion	\$325,000
2nd	Lego	21317 Nebraska Crossing Drive, Suite E145	Gretna	\$313,800
2nd	Tenant Improvement (New)	120 North Mckenna Avenue	Gretna	\$310,924
4th	Summitt Dental Health	8041 South 83 Avenue	La Vista	\$305,400
4th	Wendy's Remodel	610 Galvin Road	Bellevue	\$300,000
2nd	Golden Apple Buffett	9614 South 71st Plaza	Papillion	\$300,000
1st	Wise Heavy Equipment Facility remodel	10810 South 144th Street	Papillion	\$275,000
3rd	Pandora	21317 Nebraska Crossing Drive Suite E141	Gretna	\$273,411
3rd	Dominos Pizza	9631 Giles Road	La Vista	\$260,000
2nd	Sweet Beans Coffee	18960 Edna Street, Suite 104	Sarpy	\$254,760
3rd	Hey Dude	21351 Nebraska Crossing Drive Suite A119	Gretna	\$252,024
4th	Roll-Em Up Taquitos	12434 Southport Parkway, Suite 300	La Vista	\$250,000
1st	Western Sand & Gravel	18805 West Highway 31	Sarpy	\$250,000
4th	Mantis Spa	17870 Oakmont Drive, Suite 104	Gretna	\$240,152
3rd	Gambino's Pizza	11717 Bryan Street Suite 107	Gretna	\$237,895
4th	Optum Serve	9849 S 168 Avenue Unit 5	Gretna	\$232,535
3rd	Corn Coast Brewing	10717 Virginia Plaza	Papillion	\$225,000
3rd	Rally Coffee	17878 Oakmont Drive 111	Gretna	\$208,147
4th	We Rock Second Expansion	10717 Virginia Plaza	Papillion	\$200,000
3rd	Gretna KOA Road and Camper Pad Expansion	14601 HWY 6	Gretna	\$200,000
4th	Lux 96 Yoga Studio	9831 South 96 Street	Papillion	\$190,000
3rd	Good Life	11336 South 9 Street	Papillion	\$186,000
3rd	Torrid	7474 Towne Center Parkway	Papillion	\$185,000
4th	The Back Nine- Shadow Lake Tenant Finish	7775 Olson Drive	Papillion	\$165,000
3rd	GuGu Ramen	9820 South 71 Plaza	Papillion	\$150,000
3rd	Rehabilitation Center	18960 Edna Street, Suite 100	Sarpy	\$138,000
4th	Victress Indoor Gym	8035 South 83 Street	La Vista	\$130,000
4th	Crescent Electric	7769 South 133 Street, Suite 102	La Vista	\$126,000
4th	NP Dodge Real Estate Tenant Finish	11336 South 96th Street	Papillion	\$125,000
4th	Commercial Flat Roof Replacement	1231 Golden Gate Drive	Papillion	\$120,245
4th	Greenhouses remodel	11240 South 66 Street	Papillion	\$120,000



## 2024 Annual Progress Report

**GOAL** Create, grow and recruit businesses, jobs and investment in Sarpy County

### Landed Projects

Number of Landed Projects

0

Capital Investment

\$0

Total Jobs

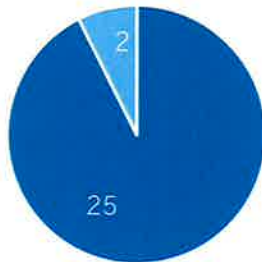
0

0 New Jobs | 0 Retained Jobs

### Project Pipeline

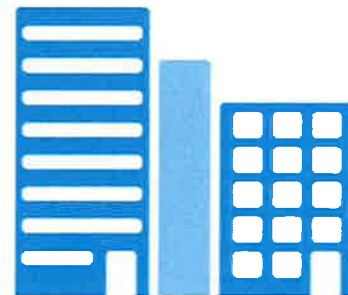
27 Opportunities

25 New to Market | 2 Existing Business



■ New to Market / Start Up ■ Retention / Expansion

3 Prospect Visits

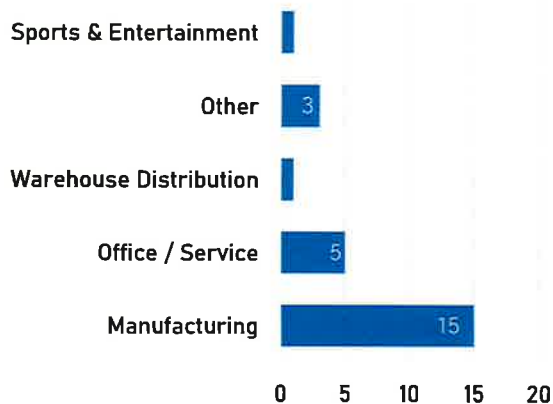


Existing Business Visits: 74

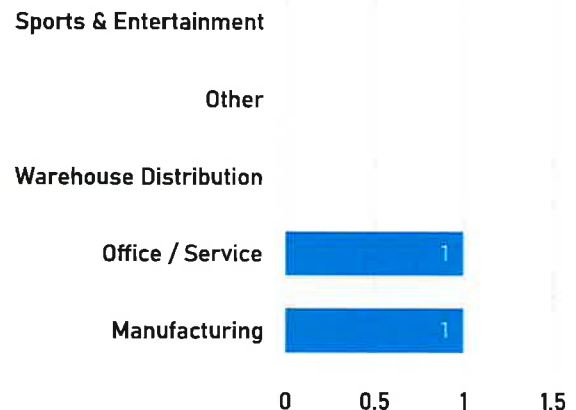
Business Assistances: 11

### Business Interactions

New To Market



Retention & Expansion



**GOAL** Deliver relevant and high quality investor programs, events, services and information.

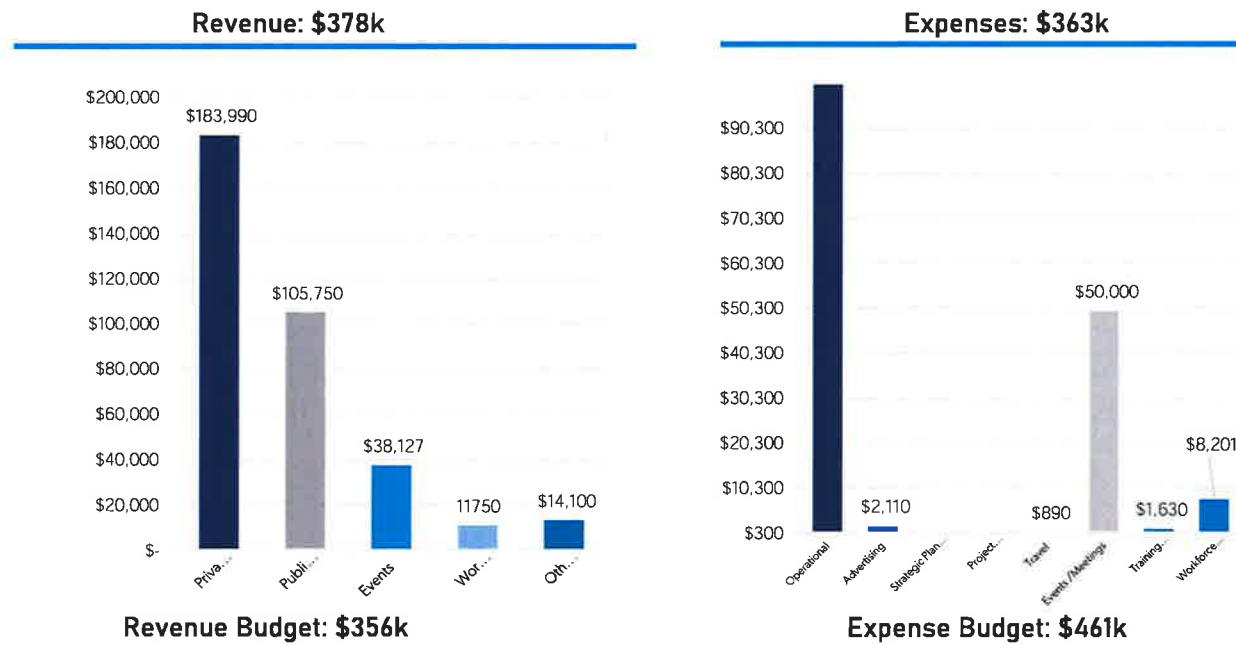
**Investor Base**

New Investors		Dropped Investors	
Actual	Goal	Actual	Goal
8	5	2	2
\$26,596	\$7,500	\$6,000	\$2,500

**Event Engagement**

Events	Total Board & Investor Participation
Happy Hours: 3	Happy Hours: 48
VIP Reception: 1	Vip Reception: 74
Investor Meetings: 3	Investor Meetings: 159
Board Meetings: 4	Board Meetings: 140
Annual Meeting: 1	Annual Meeting: 286

**Organizational Resources**



**Strategic Meetings**

Speaking Engagements	1
Site & Project Meetings	5
Investor Relation Meetings	41
Business/Community Interactions	192





TREE BOARD

## 2024 Tree Board Report Tree Board Contributions



*Bellevue Tree Board volunteers have performed many varied services to increase and enhance our community trees for improved quality of life, including:*

- *Celebrated Arbor Day at Birchcrest Elementary and Mission Middle Schools with ceremony of Mayor's Proclamation, recited tree pledge and one tree planted at each school*
- *Re-certified by the Arbor Day Foundation as a Tree City, USA for 13th year, also earned the Growth Award again*
- *Responded to Council, Administration and citizen requests for tree inspections and advised them*
- *Advised on yearly tree inventory report to Parks Dept. those trees that need to be removed or work needed on trees*
- *Continued Bellevue's Emerald Ash Borer Response Plan (EAB Plan)*
- *EAB Plan status: 179 ash trees have been inventoried. With the last tree inventory there are 105 remaining ash trees in city parks and city land that are being monitored. EAB has now been identified in Bellevue.*
- *Completed a Veterans image tree carving joining the FireFighter and Police carving on ash tree stumps in Washington Park*
- *Collaborated with UNL County Extension Office certified arborists, alerting citizens to EAB updates and misinformation*
- *Volunteers tended the Veterans' Home Rain and other Gardens with weeding, pruning, care*
- *Continued hazardous tree response in conjunction with Parks' staff*
- *Inventory assessment of trees is an on-going process. This year's number of total trees on city property is 3126, includes ongoing annexations*
- *Two trees were planted for Arbor Day & 6 trees at Eastern NE Veterans Home for a total of 8 planted in 2024—so few due to drought conditions*
- *8 trees planted with Green Bellevue and other grant of \$1,500*
- *All trees are now inventoried in a program called Tree Plotter that is operated by the State Forestry Department. Parks staff were provided access to the program. This year Bellevue purchased their own program.*
- *Transferred all tree inventory data onto the new Tree Plotter for Parks staff*
- *Updated the city tree inventory with newly collected data then provided copies to Jim Shada, Parks Superintendent*

- *Conducted 10 Tree Board planning meetings with minutes to City Clerk*
- *Inspected and summarized dying and dangerous trees for Code E.*
- *Participated in tree workshops, conferences and continuing education about trees with members paying their own expenses*
- *Tree Board certified arborists conducted tree inspections for city staff*
- *Tree Board volunteers pruned and mulched trees at Faulkland, Aspen, Gilder, Heroes, Thompson and Bellevue West*
- *Collaborating with Fontenelle Forest, Game & Parks and Nebraska Forest Service staff, on area-wide oak forest revitalization, including Jewell Park*
- *Consulted on removal of diseased trees in cemetery and other city locations*
- *Partnered with library staff, supporting their efforts with books and children's programs, plus, maintained their butterfly gardens and conducted a pollinator program with plant give away*
- *Planted pollinator plants payed for with \$500 Grant from PATH*
- *Created and maintained Pollinator Gardens at the Depot, Whispering Timbers, plus planted native plants at the Rain Garden by Culvers in partnerships with Milkweed Matters, Green Bellevue and Bellevue Native Plant Society*
- *Cared for Bioretention Garden at Mason Park purchased by \$20,000 grant from Nebraska Statewide Arboretum and others in the last 3 years*
- *Continued caring for and coordinating with the librarian at Two Springs Elementary School, on the school's pollinator garden*
- *Mulch donated by TB member, Rob Clatterbuck Tree S., value \$3,500*
- *Encouraged Bellevue University to become a Tree Campus, USA*
- *Continued restoration of the rain garden at 36<sup>th</sup> St. trailhead*
- *Remained available to the Mayor and Council for projects, advice and recommendations*
- *Continue to label new trees with more added this year*
- *1,184 + 8 total trees planted on city property by volunteers and grants in 15 years, new total of 1,192*
- *Education on tree care and trees has been put on Bellevue 411 and BTV*
- *President, Vice President and Secretary were elected to the Board*
- *Cared for the pollinator beds at Sarpy County Museum, that included trees and shrubs*
- *Conducted education display at Earth Day Omaha/Bellevue*
- *Weeding flower beds at 9-11 site, Triangle and other city locations*
- *Helped with updating the revived flower beds at Everett Park*
- *Did weekly education and tree give away at the Farmers market*

<i>A total of 549 hours of service performed @ \$35</i>	<i>\$ 19,215</i>
<i>A total of 2,764 miles driven by volunteers @\$.58</i>	<i>\$ 1,603</i>
<i>651</i>	
<i>Total grant funds received and spent</i>	<i>\$ 5,500</i>
<i>Total 2024 financial contribution to Bellevue</i>	<i>\$ 26,318</i>
<i>Total of previous 13 years' contributions</i>	<i>\$519,726</i>
<i>Cumulative 14-year financial contribution to Bellevue</i>	<i>\$546,044</i>

***Cumulative total contributions to city trees & community well-being: Priceless!***

*In service to Bellevue and trees: the Bellevue Tree Board,*

***Scott Evans, Certified Arborist: International Society of Arboriculture (ISA); UNL Extension Horticulturist***

***Rob Clatterbuck, Arborist, owner of Red Hawk Tree Service***

***Kathy Radosta, Master Gardener***

***Joanne Langabee, Certified Master Naturalist***

***Tom Mruz, Gardener, Tree Planter***

***Deborah Woracek, Certified NE Master Naturalist, CIG, F. Forest Raptor Educator***

***Nancy Scott, Certified Master Gardener, past Certified Arborist, Nebraska Certified Nursery and Landscape Professional with NNLA***

***Don Preister, Bellevue City Council***

*Supported by:*

***Jim Shada, Mark Blackburn, City of Bellevue Parks Department***

***Dave Goedeken, Public Works Director***

***Graham Herbst, NE Forest Service Arborist/Educator***

***Michelle Foss, Fontenelle Forest Director of Resource Stewardship***

***plus, other professional tree, nursery and landscape people***

*Our gratitude and respect go out to each of these dedicated public servants.*

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

**10a.  
3/4/2025**

COUNCIL MEETING DATE: 3/4/2025		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Amendment application for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123.

**SYNOPSIS/BACKGROUND:**

Amendment application for a new manager for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend approval of an amendment application for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123.

**ATTACHMENTS:**

1. Application	2. Police Report	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink over the signature lines]*



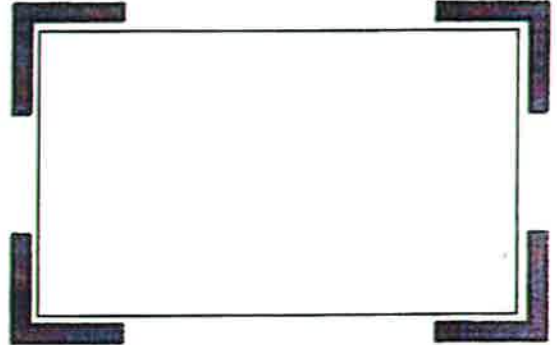
# MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: D

License Number:

062012



## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska.
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: AIDT TNC

## PREMISES INFORMATION

Premises Trade Name/DBA: ALDI 40

Premises Street Address: 2112 Cornhusker RD

City: Bellevue County: Sarpy Zip Code: 68103

Premises Phone Number: 402-500-6312

Premises Email address: Alice.hernandez@aldilc.us

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

**MANAGER INFORMATION**

Last Name: HERNANDEZ First Name: ARACELI MI: \_\_\_\_\_  
 Home Address: 2007 BETZ RD LOT 1-C  
 City: BELLEVUE County: \_\_\_\_\_ Zip Code: 68005  
 Home Phone Number: 402 830 0304  
 Driver's License Number: [REDACTED]  
 Social Security Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: MEXICO  
 Email address: araceli.hernandez@aldi-us

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)  
 YES  NO

**Spouse's information**

Spouses Last Name: Hernandez First Name: Hugo MI: \_\_\_\_\_  
 Social Security Number: [REDACTED]  
 Driver's License Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: Mexico

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**  
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Belleveue, NE	2001	2023			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
		N/A		

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):

---

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

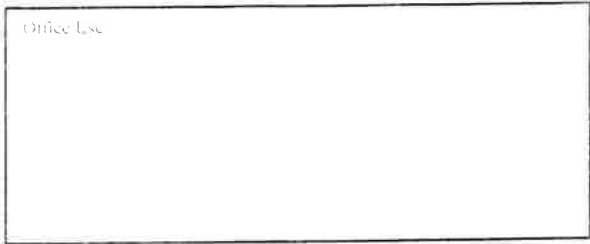
**Must be signed by Applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
ARACELI HERNANDEZ  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
Hugo Hernandez  
Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Hugo Hernandez  
Signature of **NON-PARTICIPATING SPOUSE**

Araceli Hernandez  
Signature of **APPLICANT**

Hugo Hernandez  
Print Name

Araceli Hernandez  
Print Name

State of Nebraska, County of Sarpy

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me  
this June 14, 2023 (date)

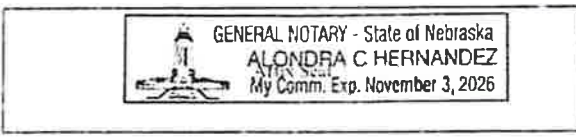
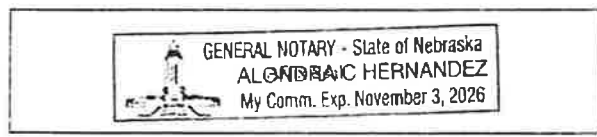
The foregoing instrument was acknowledged before me  
this June 14, 2023 (date)

by Hugo Hernandez  
Name of person acknowledged  
(Individual signing document)

by Araceli Hernandez  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public Signature

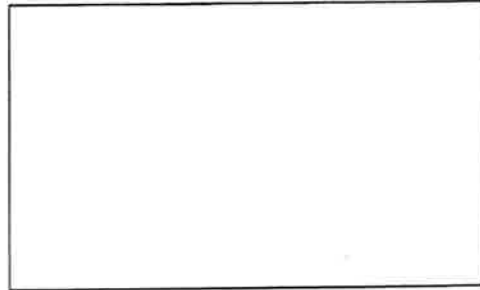
[Signature]  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Araceli Hernandez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 6/26/2023

Location where fingerprints were taken: 4411 S 108th st, Omaha, NE 68127

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



<b>General</b>	<b>Credential</b>	<b>Number</b>	<b>Earned</b>	<b>Expires</b>
Araceli Hernandez 2007 betz rd lot 1c Bellevue NE 68005	STATE ALCOHOL CITY ALCOHOL	RB-0169937 LNK-0169939	09-06-2023 09-06-2023	09-06-2026 09-06-2026



**Sarpy County Election Commission**  
 EMILY A. ETHINGTON, ELECTION COMMISSIONER  
 MICHELLE BOYLAND, CHIEF DEPUTY  
 1102 E 1ST STREET, Suite 1 · Papillion, NE 68046-7641  
 Phone 402-593-2167 · [www.sarpy.gov/election](http://www.sarpy.gov/election) · Fax 402-593-5770



## CERTIFICATE OF REGISTRATION

State of Nebraska    )  
   ) SS.  
 County of Sarpy     )

I, Michelle A. Boyland, Chief Deputy Election Commissioner do hereby certify that the Voter Registration Register of said County shows the following facts:

Date of Registration: 01/16/2019

Name: Araceli Hernandez

Address: 2007 Betz Rd, Lot 1C, Bellevue, NE 68005

Date of Birth: [REDACTED]

Party Affiliation: Democratic

IN WITNESS WHEREOF, I have hereunto set my hand officially at Papillion, Nebraska, this 28<sup>th</sup> Day of August 2023.

\_\_\_\_\_  
 Michelle A. Boyland  
 Sarpy County Chief Deputy Election Commissioner

THE UNITED STATES OF AMERICA



No. 40428422

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [REDACTED]

Sex: FEMALE

Height: 5 feet 02 inches

Marital status: MARRIED

Country of former nationality: MEXICO

USCIS Registration No. A098 545 174

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

[Signature]

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: OMAHA, NEBRASKA

The Secretary having found that:

ARACELI HERNANDEZ

residing at:

BELLEVUE, NEBRASKA

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. DISTRICT COURT DISTRICT OF NEBRASKA

at: OMAHA, NEBRASKA

on: JANUARY 11, 2019

such person is admitted as a citizen of the United States of America.

2.FnC



# PRIVACY ACT STATEMENT/PAYMENT OF FEES TO NSP-CID

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

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment the name of the person being fingerprinted and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at **LIVESCAN** locations will be forwarded to NLCC.
- Fingerprints taken at local law enforcement offices may be released to the applicants.  
***Original Fingerprint cards must be mailed to the NLCC office.***

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

Trade Name Aldi

Name of Person Being Fingerprinted: Araceli Hernandez

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 02/13/2025

Location where fingerprints were taken: State Patrol Nebraska

How was payment made to NSP?

NSP PAYPORT    CASH    CHECK SENT TO NSP CK #                     

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

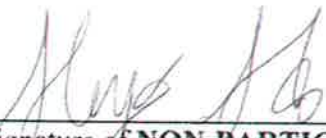
  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**  
Hugo Hernandez  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of **APPLICANT**  
Araceli Hernandez  
\_\_\_\_\_  
Print Name

State of Nebraska, County of Sarpy


The foregoing instrument was acknowledged before me  
this 13 February 2025 (date)


by Hugo Hernandez  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me  
this 13 February 2025 (date)

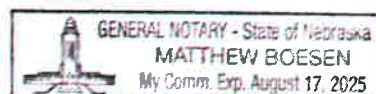
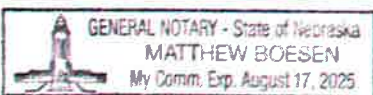
by Araceli Hernandez  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

  
\_\_\_\_\_  
Notary Public Signature

  
\_\_\_\_\_  
Notary Public Signature

Affix Seal

Affix Seal



**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR ADDITION TO LICENSED AREA TO CURRENT LIQUOR  
LICENSE**

Notice is hereby given that an amendment application has been made for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123.

A public hearing on the application will be held at the City Council meeting on March 4, 2025, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
3/4/2025

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:

- 
- 
- 
- 
- 
- 

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**

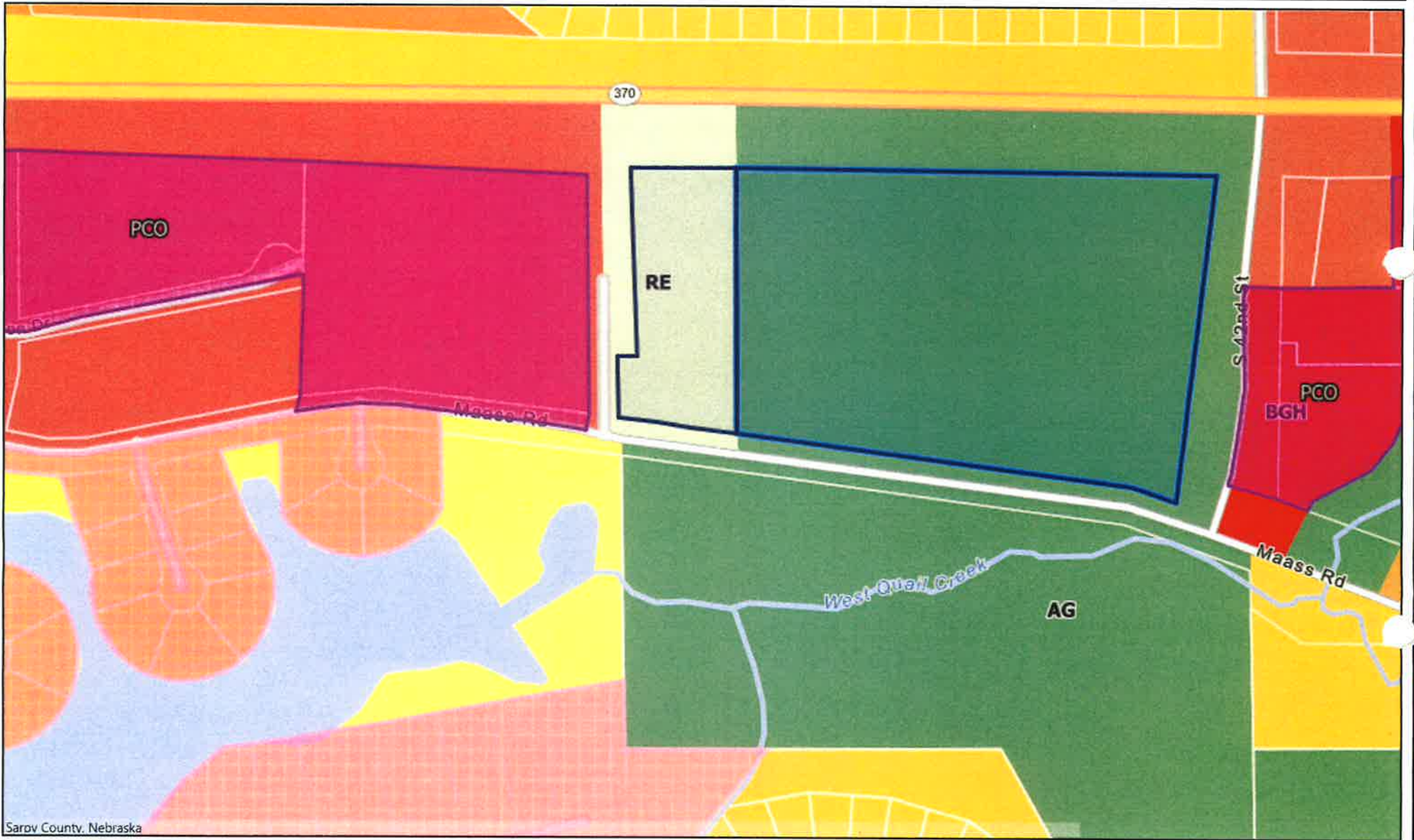
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received June 21, 2024
4. Preliminary plat received January 13, 2025

**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

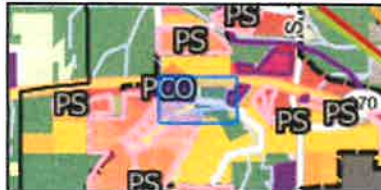


Sarpy County, Nebraska



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.

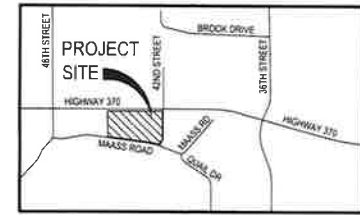


Jeff Stoll  
Platting Services Assistant Manager

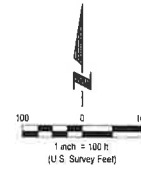
# QUAIL CROSSING

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, SARPY 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
- TELEPHONE RISER
- CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- FENCE LINE
- GAS LINE
- WATER LINE
- POWER LINE (OVERHEAD)
- POWER LINE (UNDER GROUND)
- COMMUNICATION LINE (UNDER GROUND)
- SANITARY SEWER LINE
- STORM SEWER LINE
- 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, SARPY 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 CHODOW LOOP  
 OMAHA, NE 68137

OWNER: SCOTT ALFF  
 1602 CHODOW LOOP  
 OMAHA, NE 68135

### ZONING

EXISTING	ALL ARE	
PROPOSED	RG LOTS 1 THRU 5 AND OUTLOT "A"	1,759 AC
	RG LOTS 6 AND OUTLOT "B"	6,558 AC
	RIGHT-OF-WAY	1,821 AC
	TOTAL	16,138 AC

### NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 370 MAASS ROAD S 48TH 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 PLAT.
- 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



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

PRELIMINARY PLAT

Project No.	20221101001	Revision	
Date	06/15/2022	Description	
Drawn by	JAL	Checked by	
Scale	1" = 100'	Plotted by	
Sheet	1 of 1	Scale	

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: \_\_\_\_\_

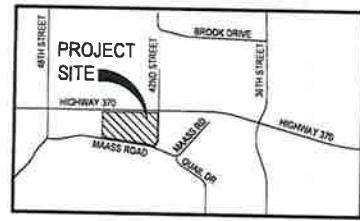
Second Reading: \_\_\_\_\_

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

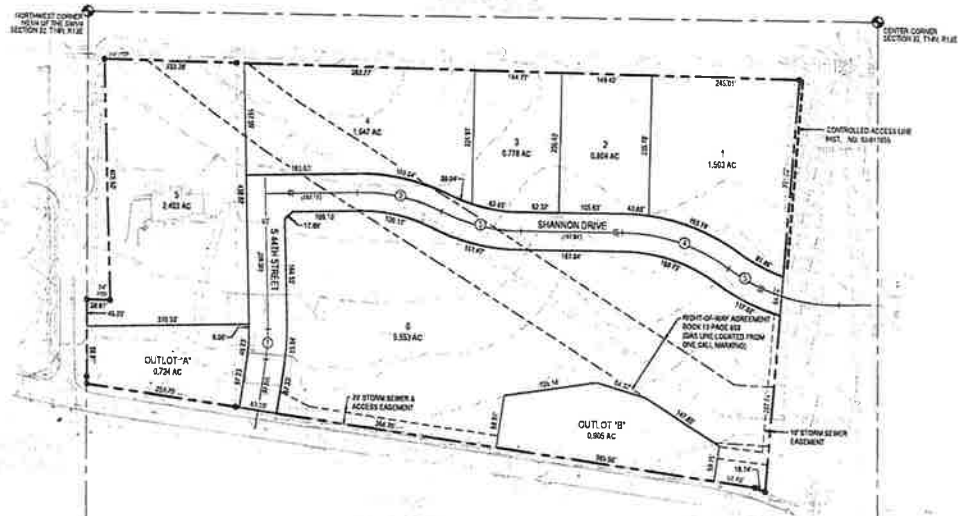
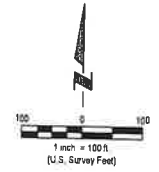
# QUAIL CROSSING

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 NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.



VICINITY MAP



CURVE	RADIUS
1	200.00
2	200.00
3	200.00
4	200.00
5	200.00

YARD	SETBACK
FRONT YARD	NONE
INTERIOR SIDE YARD	5'
STREET SIDE YARD	NONE
REAR YARD	10'

YARD	SETBACK
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

- LEGEND**
- MONUMENTS FOUND (SM REBAR UNLESS NOTED)
  - MONUMENTS SET (SM REBAR W/ CAPS 6-8")
  - BOUNDARY LINE
  - RIGHT OF WAY LINE
  - LOT LINE
  - EASEMENTS
  - EXIST. SECTION CORNER
  - EXIST. SECTION CORNER
  - EXIST. PROPERTY LINES
  - FINCHED TOP PIPE
  - (PTP) BUILDING
  - POWER RISER
  - POWER POLE
  - GUY WIRE
  - LIGHT POLE
  - TELEPHONE RISER
  - CABLE TV RISER
  - FINE HYDRANT
  - UTILITY VALVE (WATER)
  - MANHOLE
  - CURB INLET
  - UTILITY VALVE (GAS)
  - SIGN
  - X-X- FENCE LINE
  - G-G- GAS LINE
  - W-W- WATER LINE
  - DHP-DHP- POWER LINE (OVERHEAD)
  - UGP-UGP- POWER LINE (UNDER GROUND)
  - COC-COC- COMMUNICATION LINE (UNDER GROUND)
  - SS-SS- SANITARY SEWER LINE
  - ST-ST- STORM SEWER LINE
  - FO-FO- FIBER OPTICS LINE

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 702,067 SQUARE FEET OF 16.128 ACRES, MORE OR LESS.

DEVELOPER: QUAIL CROSSING, LLC  
1865 S 118TH STREET, OMAHA, NE 68137

OWNER: SCOTT ALFF  
18822 LONGCROW LOOP, OMAHA, NE 68138

**ZONING:**

EXISTING	AG, RE	7.859 AC
PROPOSED	RG-20-P5 LOTS 1 THRU 5 AND OUTLOT "A"	6.458 AC
	RG-20-P5 LOT 6 AND OUTLOT "B"	1.821 AC
	RIGHT-OF-WAY	16.128 AC
	<b>TOTAL</b>	<b>16.128 AC</b>

**NOTES:**

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY 370, MASS ROAD, & 49TH STREET AND 42ND STREET FROM ANY LOTS ABUTTING SAID STREETS.
- CHANGERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) INCH FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- 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  
1800 N. 10th St., Suite 100, Lincoln, NE 68504  
Phone: 402.333.4000  
www.eaeng.com



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

PRELIMINARY PLAT

Project No.	220131301
Date	03/07/2024
Checked By	AMS
Drawn By	EMM
Scale	1" = 100'
Sheet	1 of 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
3/4/2025

COUNCIL MEETING DATE: February 18, 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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Street/Alley Vacation Application (SV-2501-02) Tregaron Towne Centre

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way within limits of Lot 7, Tregaron Centre, a platted and recorded addition to Sarpy County, Nebraska.

FISCAL IMPACT?: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of the right of way within th limits of Lot 7, Tregaron Centre, a platted and recorded addition to Sarpy County, Nebraska.

ATTACHMENTS:

- Ordinance 4178
- Application
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willey*  
*[Signature]*  
*[Signature]*



We Influence The World!

Application Number: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Public Works Department  
1500 Wall Street  
Bellevue, NE 68005  
Ph: 402-293-3025

**STREET/ALLEY VACATION APPLICATION**

Name: Batis Dev. – Capehart, LLC Contact: Matthew Werner, Mgr.

Address: 2933 SW Woodside Dr., Ste. 200 Topeka, KS 66614  
Street City/State/Zip Code

Phone Number: 785-248-5098

Briefly state the reason for this request: \_\_\_\_\_

Existing right of way along the southeast frontage of 25th and Capehart road was intended to be vacated

with the original subdivision development, as shown on the Tregaron Towne Centre final plat. The original developer

understood the plat vacated the right of way, but more actions were required that we are seeking to complete.

Legal description of street/alley to be vacated: \_\_\_\_\_

Requesting vacation of all right of way within the limits of the Lot 7, Tregaron Towne Centre Plat.

See attached Exhibit A for complete description of the right of way to be vacated.

*Please attach a copy of the Street / Alley Vacation Petition as required.*

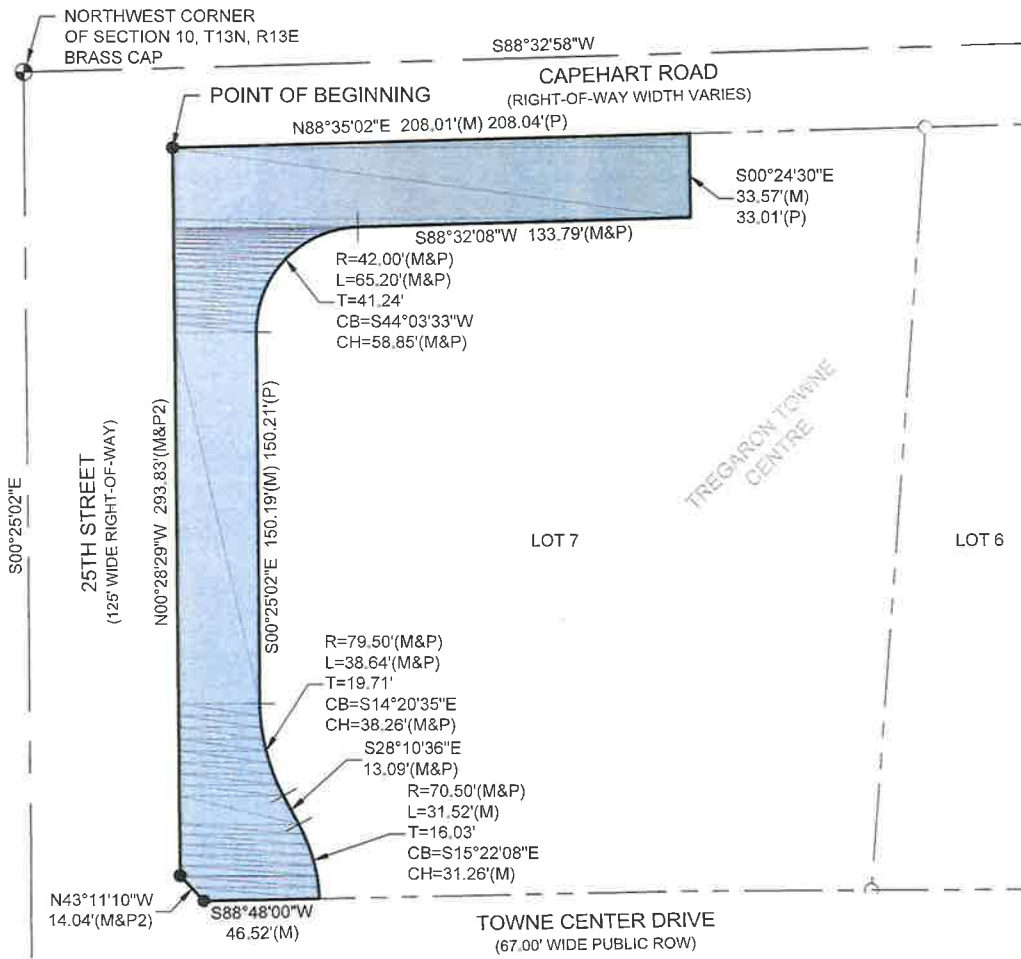
Matthew Werner  
Signature of Applicant



**STREET / ALLEY VACATION AGREEMENT**

That portion of the street/alley platted in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

located in the \_\_\_\_\_, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.



**LEGAL DESCRIPTION**

A RIGHT-OF-WAY VACATION LOCATED IN A PART OF LOT 7, TREGARON TOWNE CENTRE, A PLATTED AND RECORDED ADDITION TO SAPRY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

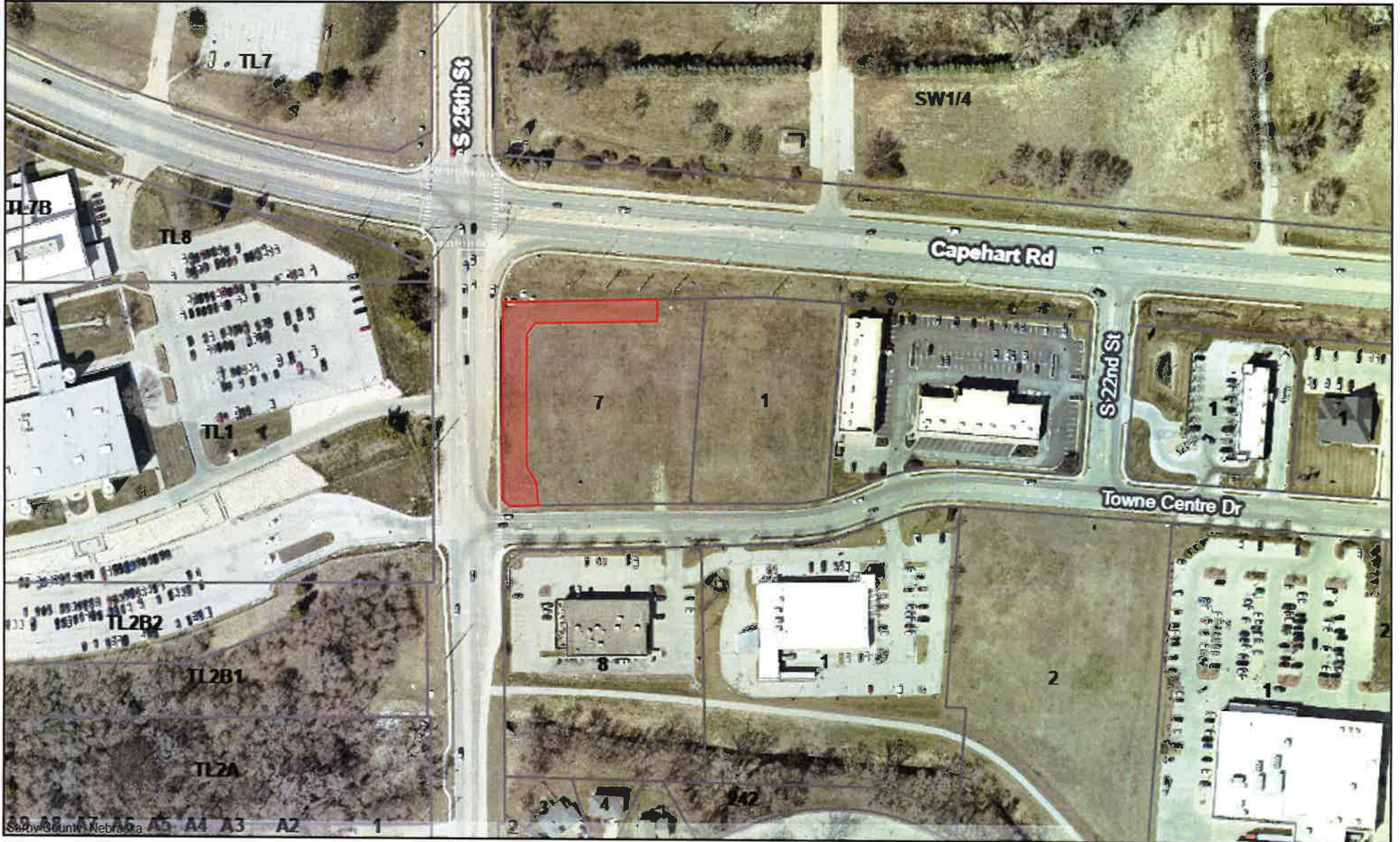
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF CAPEHART ROAD AND THE EAST RIGHT-OF-WAY LINE OF 25TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF CAPEHART ROAD, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 7, ON AN ASSUMED BEARING OF N88°35'02"E, 208.01 FEET; THENCE ON THE THE DEDICATED RIGHT-OF-WAY LINE OF THE HARDEE'S PLAT, AS PLATTED AND RECORDED IN SAPRY COUNTY, NEBRASKA IN PLAT BOOK 9, PAGE 28, DATED 9/30/1987 FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) S00°24'30"E, 33.57 FEET; (2) S88°32'08"W, 133.79 FEET TO A POINT OF CURVATURE; (3) ON A 42.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 65.20 FEET (LONG CHORD BEARS S44°03'33"W, 58.85 FEET); (4) S00°25'02"E, 150.19 FEET TO A POINT OF CURVATURE; (5) ON A 79.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 38.64 FEET (LONG CHORD BEARS S14°20'35"E, 38.26 FEET); (6) S28°10'36"E, 13.09 FEET TO A POINT OF CURVATURE; (7) ON A 70.50 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 31.52 FEET (LONG CHORD BEARS S15°22'08"E, 31.26 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TOWNE CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF TOWNE CENTRE DRIVE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S88°48'00"W, 46.52 FEET; THENCE N43°11'10"W, 14.04 FEET TO A POINT INTERSECTING SAID NORTH RIGHT-OF-WAY LINE OF TOWNE CENTRE DRIVE AND SAID EAST RIGHT-OF-WAY LINE OF 25TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 7, N00°28'29"W, 293.83 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY VACATION CONTAINS A CALCULATED AREA OF 17,067.51 SQUARE FEET OR 0.392 ACRES, MORE OR LESS.

PROJECT NO: 024-02457	<b>VACATED RIGHT-OF-WAY</b>	<b>olsson</b>	2111 South 67th Street Suite 200 Omaha, NE 68106	EXHIBIT
DRAWN BY: DSH			olsson.com TEL 402.341.1116	A
DATE: 2.4.2025				

I:\03\66500\024-02457\024-02457.dwg P:\3D\KAW\WACATION\_01-20-2025\_08-42-457.dwg  
 DATE: Feb 04, 2025 12:30pm USER: dsh

# TREGARON TOWNE CENTRE RIGHT-OF-WAY VACATION



Map Scale 1: 3185

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



Notes



ORDINANCE NO. 4178

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING A PORTION OF LOT 7 TREGARON TOWNE CENTER RIGHT-OF-WAY, A CALCULATED AREA OF 17,067.51 SQUARE FEET OR 0.392 ACRE MORE OR LESS, ADJOINING A PORTION OF LOT 7, TREGARON TOWNE CENTER, AN ADDITION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA. NOT HERETOFORE VACATED, REPEALING ALL ORDINANCES AND ALL PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bellevue, Nebraska, has determined that no damages will accrue to any citizen of the City of Bellevue, nor to any owners of property herein by reason of the proposed vacation.

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

Section 1. It is hereby declared necessary, expedient and proper to vacate: A PORTION LOT 7, TREGARON TOWNE CENTRE RIGHT-OF-WAY ADJOINING A PORTION OF LOT 7 OF TREGARON TOWNE CENTRE, AN ADDITION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA. As shown in Exhibit "A", and, be and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers;

and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective after its passage, approval and publication according to law.

Section 4. The City retains the rights to all easements.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 4, 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
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 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive.

SYNOPSIS/BACKGROUND:

The city is requesting a rezoning of its planned entertainment district. The land will be rezoned from agriculture (AG) to Mixed Use (MU). The Mixed Use designation allows for a range of uses, some of which include: retail, commercial, civic, recreational, and residential. A full report will be provided for the 2nd reading of this ordinance and public hearing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department is recommending approval of this request.

ATTACHMENTS:

1. <input type="text" value="Ord. No. 4179"/>	2. <input type="text" value="Bellevue Entertainment District preliminary plat"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

ORDINANCE NO. 4179

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 THE NORTHWEST CORNER OF HWY 75 AND HIDDEN VALLEY DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except part for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to MU (Mixed Use District)

(City of Bellevue)

Section 2. This ordinance shall not take effect until such time as the final plat of Bellevue Entertainment District 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: \_\_\_\_\_

EXISTING ZONING		
LOTS 1-5	ZONING	DESC
	AG	AGRICULTURE

PROPOSED ZONING		
LOTS 1-5	ZONING	DESC
	MU	MIXED USE

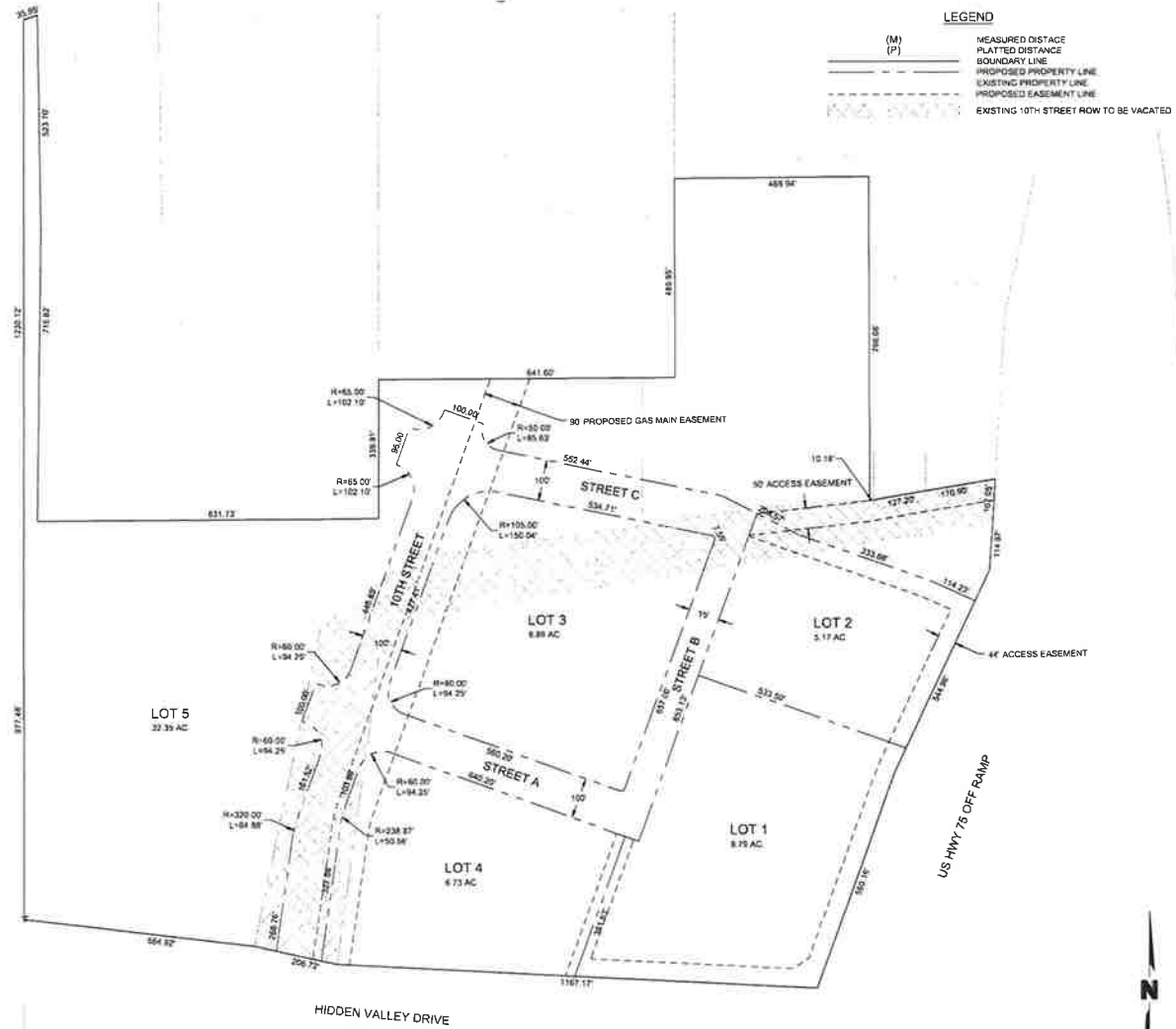
OWNER/DEVELOPER	SURVEYOR	ENGINEER
HARRISON JOHNSON CITY OF BELLEVUE 1500 WALL STREET BELLEVUE, NE 68005	TERRY ROTHANZL OLSSON 2111 S 67TH STREET, SUITE 200 OMAHA, NE 68106	BRIAN SCHUELE OLSSON 601 P STREET, SUITE 200 LINCOLN, NE 68508

- NOTES
- CITY SHALL COORDINATE WITH NORTHERN NATURAL GAS TO RELOCATE THE EXISTING GAS MAIN. RELEASE THE BLANKET GAS MAIN EASEMENT OVER THE PROPERTY AND GRANT A NEW 90' GAS MAIN EASEMENT OVER THE RELOCATED MAIN. REFERENCE UTILITY PLAN FOR EXISTING AND PROPOSED MAIN LOCATIONS.
  - CITY SHALL COORDINATE WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE VACATION OF THE EXISTING 10TH STREET RIGHT-OF-WAY.

# BELLEVUE ENTERTAINMENT DISTRICT

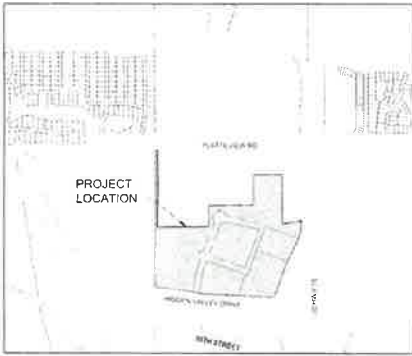
## LOTS 1 THRU 5

A TRACT OF LAND BEING A PART OF TAX LOTS 20-21 AND 10TH STREET ROW VACATION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., BELLEVUE, SARPY COUNTY, NEBRASKA



LEGEND

(M)	MEASURED DISTANCE
(P)	PLATTED DISTANCE
---	BOUNDARY LINE
- - - - -	PROPOSED PROPERTY LINE
---	EXISTING PROPERTY LINE
- - - - -	PROPOSED EASEMENT LINE
---	EXISTING 10TH STREET ROW TO BE VACATED



F:\2024\03\01\04000024\_03100040\_Design\AutoCAD\Draw Perms\Sheet\BDDMVCAC\_PLT\_02403106.dwg  
DATE: Feb 14, 2025 1:29pm USER: bcdurand



2111 South 67th Street  
Suite 200  
Omaha, NE 68105  
www.olsson.com  
TEL: 402.341.1116  
FAX: 402.341.5835  
Olsson - Engineering  
Australia COA #CA-0928

REV. NO.	DATE	DESCRIPTION	BY

PRELIMINARY PLAT  
PRELIMINARY PLAT SUBMITTAL  
BELLEVUE ENTERTAINMENT DISTRICT  
S 10TH STREET & HIDDEN VALLEY DRIVE  
BELLEVUE, NE

drawn by \_\_\_\_\_  
designed by \_\_\_\_\_  
project no. 0240228  
date 02/14/2025

SHEET  
C1.0

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 3, 2025</b>		SUBMITTED BY:	
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 2021 Uniform Plumbing Code (UPC)

SYNOPSIS/BACKGROUND:

To amend section 27-87 of the Uniform Plumbing Code. An amendment to the 2021 Uniform Plumbing Code pertaining to table 701.2 to delete PVC (sewer and Drain) & PVC PSM from the table.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

approve amendments

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. 4180

AN ORDINANCE TO AMEND SECTIONS 27-87 OF CHAPTER 27 OF THE BELLEVUE CITY CODE PERTAINING TO CHANGES AND AMENDMENTS TO THE UNIFORM PLUMBING CODE, 2021 EDITION; TO REPEAL SECTION 27-87 OF CHAPTER 27 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 CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1. That Section 27-87 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-87. Amendments and changes to the Uniform Plumbing Code, 2021 Edition, International Fuel Gas Code, 2021 Edition, and Uniform Swimming Pool, Spa and Hot Tub Code, 2021 Edition.

(A) The Uniform Plumbing Code, 2021 Edition, is amended and changed in the following respects:

- (1) Delete Chapter 1, Administration, in its entirety.
- (2) Amend Table 422.1 footnotes to read as follows:

PLUMBING FIXTURES AND FIXTURE FITTINGS

1. The figures shown are based upon one (1) fixture being the minimum required for the number of persons indicated or any fraction thereof.
  2. A restaurant is defined as a business that sells food to be consumed on the premises.
    - (a) The number of occupants for a drive-in restaurant shall be considered as equal to the number of parking stalls.
    - (b) Hand-washing facilities shall be available in the kitchen for employees.
  3. The total number of required water closets for females shall be not less than the total number or required water closets and urinals for males.
  4. For each urinal added in excess of the minimum required, one water closet shall be permitted to be deducted. The number of water closets shall not be reduced to less than two-thirds of the minimum requirements.
  5. Metering or self-closing faucets shall be installed on lavatories intended to serve the transient public.
  6. Laundry trays. One (1) laundry tray or one (1) automatic washer standpipe for each dwelling unit or one (1) laundry tray or one (1) automatic washer standpipe, or combination thereof, for each twelve (12) apartments. Kitchen sinks; one (1) for each dwelling or apartment unit.
  7. Twenty-four (24) lineal inches (610 mm) of wash sink or eighteen (18) inches (557 mm) of a circular basin, when provided with water outlets for such space, shall be considered equivalent to one (1) lavatory.
- (3) Delete Sections 506.0 through 506.9 of Chapter 5, Combustion Air, in their entirety.
  - (4) Delete Chapter 12 in its entirety.
  - (5) Delete Appendix H in its entirety, and substitute the following:

Private Sewage Disposal Systems shall be: "Title 124 Rules and Regulations for the Design, Operation and Maintenance of on-site wastewater treatment system "(Nebraska Department of Environment and Energy)."

(6) Amend Table 701.2 to delete PVC (Sewer and Drain) & PVC PSM.

(B) The International Fuel Gas Code, 2021 Edition, is amended and changed in the following respects:

(1) Delete Chapter 1, Administration, in its entirety.

Section 2. That Section 27-87 of Chapter 27 of the Bellevue City Code as heretofore existing are 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

\_\_\_\_\_  
Mayor

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

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

APPROVED AS TO FORM:

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

Third reading \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
03/04/25

COUNCIL MEETING DATE: 3-4-25		SUBMITTED BY: Assistant Chief Andy Jashinske	
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:

Douglas Sarpy Mutual Aid Interlocal Cooperation Agreement

SYNOPSIS/BACKGROUND:

Bellevue Police last renewed the Douglas Sarpy Mutual Aid Interlocal Cooperation Agreement in July 2020. The agreement expires in July of 2025 and is up for renewal. In order to expedite the collection of signatures, all will sign the agreement via the DocuSign.

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:

Recommend approval of the the Douglas Sarpy Mutual Aid Interlocal Agreement.

ATTACHMENTS:

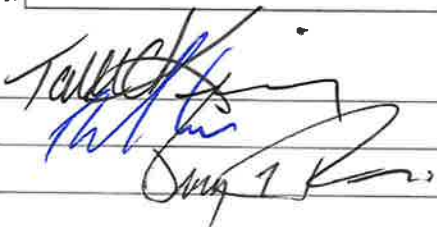
1. Douglas Sarpy Mutual Aid Interlocal Coop Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



DOUGLAS SARPY MUTUAL AID  
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement" or "Douglas Sarpy Mutual Aid Interlocal") is entered into by and between the law enforcement Agencies of City of Bellevue in Sarpy County, Nebraska (hereinafter "BVPD"); City of La Vista in Sarpy County, Nebraska (hereinafter "LVPD"); City of Omaha in Douglas County, Nebraska (hereinafter "OPD"); City of Papillion in Sarpy County, Nebraska (hereinafter "PPD"); City of Ralston in Douglas County, Nebraska (hereinafter "RPD"); City of Valley in Douglas County, Nebraska (hereinafter "VPD"); City of Waterloo in Douglas County, Nebraska (hereinafter "WPD"); City of Bennington in Douglas County, Nebraska (hereinafter "BPD"); Sarpy County, Nebraska (hereinafter "SCSO"); Village of Boys Town in Douglas County, Nebraska (hereinafter "BTPD"); and Douglas County, Nebraska (hereinafter "DCSO"), herein collectively referred to as "Cooperating Agencies" or "Agencies."

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of Neb. Rev. Stat. Sec. 29-215 (hereinafter "Sec. 29-215"), so as to empower law enforcement officers (hereinafter "Officers") of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies; and,

WHEREAS, the Cooperating Agencies wish to provide for personnel backup and such other assistance as any of the Agencies may require in time of emergency or other time of need; and,

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the Agencies each to provide improved law enforcement services at less cost; and,

WHEREAS, each of the Cooperating Agencies, as among themselves, wish to improve law enforcement services and implement, to the extent herein provided, the authority given by Sec. 29-215 to law enforcement officers of each of the Agencies hereto to enforce the laws of this state and legal ordinances of Cooperating Agencies; and,

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. Sec. 13-801 *et seq.*, as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions: As used herein the following terms shall have the following meanings:
  - A. "Agency of Primary Jurisdiction" shall mean the Agency responsible for territorial limits of the geographic area within which an arrest is being made, warrant served or other law enforcement activity is occurring.
  - B. "Cooperating Agencies" or "Agencies" shall mean the Agencies signatory hereto, and "Agency" shall mean any one of the Agencies.

- C. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
  - D. "Officer" shall mean a duly sworn full-time or part-time paid law enforcement officer in the employ of a Cooperating Agency.
  - E. "Officer's Primary Jurisdiction" shall mean the geographic area within the territorial limits (corporate limits) of the Agency which regularly employs the Officer.
2. Authority. The authority for the Cooperating Agencies entering into this Agreement is that authority granted by law, including the general powers of the Agencies, the Nebraska Interlocal Cooperation Act, and the authority granted under Sec. 29-215.
3. Purpose. The purpose of this Agreement is to authorize the Officers of each Cooperating Agency to provide law enforcement services outside the limits of their respective primary jurisdictions as authorized by Subsection (2)(d) of Sec. 29-215, and to improve law enforcement in each of the Cooperating Agencies and throughout the eleven agency areas through fuller authority and utilization of Officers, through joint training of Officers, sharing of equipment, mutual assistance and the ability to staff Officers based upon the availability of assistance in time of need and to generally enhance law enforcement capacities of the Agencies at a reduced cost to the Agencies.
4. Certain Authority to Act Beyond Primary Jurisdiction Independently Vested by Sec. 29-215. The Agencies recognize that by the provisions of Sec. 29-215, their Officers are given power and authority to act beyond the Officer's Primary Jurisdiction, independent and apart from this agreement in the following situations:
- A. If in a fresh attempt to apprehend a person suspected of committing a felony, Officers may follow such person into any jurisdiction in this state and there arrest and detain such person and return such person to the Officer's Primary Jurisdiction. (Sec. (2)(a) Sec. 29-215).
  - B. If in a fresh attempt to apprehend a person suspected of committing a misdemeanor or a traffic infraction, Officers may follow such person anywhere in an area within twenty-five miles of the boundaries of the Officer's Primary Jurisdiction and there arrest and detain such person and return such person to the apprehending Officer's Primary Jurisdiction. (Sec. (2)(b), Sec. 29-215).
  - C. The Officers shall have such enforcement and arrest and detention authority when responding to a call in which a local, state or federal law enforcement officer is in need of assistance, need of assistance being defined to mean:
    - 1). a law enforcement officer whose life is in danger; or
    - 2). a law enforcement officer who needs assistance in making an arrest

and the suspect (a) will not be apprehended unless immediately arrested, (b) may cause injury to himself or herself or others or damage to property unless immediately arrested, or (c) may destroy or conceal evidence of the commission of a crime. (Sec. (2)(c) Sec. 29-215).

- D. When probable cause exists to believe that a person is operating or in actual physical control of any motor vehicle, motorboat, personal watercraft, or aircraft while under the influence of alcoholic liquor or of any drug or otherwise in violation of section 28-1465, 28-1466, 28-1472, 37-1254.01, 37-1254.02, 60-4,163, 60-4,164, 60-6,196, 60-6,197, 60-6,211.01. or 60-6,211.02, the law enforcement officer has the power and authority to do any of the following or a combination thereof:
- 1) Transport such a person to a facility outside of the law enforcement officer's primary jurisdiction for appropriate chemical testing of the person;
  - 2) Administer outside of the law enforcement officer's primary jurisdiction any post-arrest test advisement to the person; or
  - 3) With respect to such person, perform any other procedures or functions outside of the law enforcement officer's primary jurisdiction which are directly and solely related to enforcing the laws that concern a person operating or being in the actual physical control of any motor vehicle, motorboat, personal watercraft, or aircraft while under the influence of alcoholic liquor or of any other drug or otherwise in violation of section 28-1465, 28-1466, 28-1472, 37-1254.01, 37-1254.02, 60-4,163, 60-4,164, 60-6,196, 60-6,197, 60-6,211.01, or 60-6,211.02. (Sec. (3)(a-c) Sec. 29-215).

This Agreement is not intended nor shall it be construed to in any way limit the power and authority granted by the foregoing provisions of Sec. 29-215. Each of the Cooperating Agencies may individually impose in respect to its own Officers such conditions or limitations on the exercise of the foregoing powers by their own Officers as each such Agency may choose not inconsistent with the terms hereof.

5. Following Suspects Across Jurisdictional Lines. The authority to follow suspects across jurisdictional lines is based upon direct legislative grant of power as contained in Subsections (2)(a) and (2)(b) of Sec. 29-215 and is not derived from nor does it flow from consent of the Cooperating Agencies to the exercise of such authority or the provisions of this Agreement.

In respect to following suspects across jurisdictional lines and related action taken by Officers while within the jurisdiction of a Host Agency, the Host Agency shall not be liable for death,

bodily injury, property damage or personal injury including false arrest, caused by or resulting from such following or related action, by such non-host Agency Officers and the Agency which employs the Officer(s) doing the following agrees, subject to the liability limits of the Political Subdivision Tort Claims Act, to indemnify and save harmless the Host Agency from loss or liability caused by:

- A. the negligence of such non-host Agency Officers doing the following; or
- B. imposition of liability under Neb. Rev. Stat. Section 13-911, as changed or amended from time to time, resulting from actions by such non-host Agency Officers doing the following or pursuing of a suspect in a Host Agency.

6. Additional Authority Granted Pursuant to Interlocal Cooperation Act. Subject to the limitations hereinafter set forth in this Agreement, the Officers of each of the Agencies while in a Host Agency shall have full law enforcement authority, including the authority to arrest and detain, in the following circumstances:

- A. The commission of a felony witnessed by the Officer.
- B. The Officer is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
- C. While engaged in or providing services under a mutual assistance request from a Host Agency.
- D. While serving regular shift duty or other period of duty within a Host Agency that has requested Officer coverage or backup for such period of time.
- E. While participating in investigative activity or other cooperative law enforcement activity authorized by this Agreement.

7. Host Agency Prior Consent to Exercise Arrest Authority. Officers not in the Officer's Primary Jurisdiction and while in a Host Agency may make arrests in the following situations without the prior consent of the Host Agency:

- A. In the case of commission of a felony witnessed by the Officer; and
- B. In the case of any criminal act, or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
- C. when authorized by any provision of Sec. 29-215.

Should such an arrest without prior consent occur, the arrest shall be reported to a supervisor or senior shift officer of the Host Agency in the Jurisdiction for which the arrest occurred as soon as is reasonably possible.

Except for arrests falling within the scope of Paragraph 7(a) and 7(b) above, an Officer, prior to making an arrest in a Host Agency, when not accompanied by an Officer of the Host Agency, shall request the consent of the Host Agency prior to making the arrest. A supervisor or senior shift officer of the Host Agency on duty at the time shall advise as to whether the Host Agency consents to or is withholding consent to the intended arrest, by the Officer at the scene. When feasible, the Host Agency shall dispatch one of its own Officers to the scene to make the arrest. If the Officer at the scene is advised that an Officer from the Host Agency, or other law enforcement officer dispatched at the direction of the Host Agency, has been dispatched to the scene, the Officer at the scene shall, if time and circumstances permit, delay arrest until such Host Agency Officer, or highway patrol officer arrives to make the arrest or to assist therein.

8. Mutual Assistance. Each of the Cooperating Agencies agrees to render law enforcement assistance to each of the other Cooperating Agencies when such assistance is of an emergency nature or one of a non-emergency nature requiring backup or additional Officer force beyond that then available to the requesting Agency in accordance with the following provisions:
  - A. Requests for Assistance.
    - 1) Emergency Situations. Requests by an Agency for assistance in emergency situations may be made by any of the following:
      - a. the Mayor or Acting Mayor;
      - b. Agency Administrator or Acting Agency Administrator;
      - c. Agency head or Acting Agency head; or
      - d. Supervisor or Senior Shift Officer of the Agency requesting assistance.
      - e. In situations posing any immediate threat to the life or safety of an Officer or other person, any Officer may himself or herself make such request.
    - 2) Non-Emergency Situations. Requests for assistance in non-emergency situations may be made only by the requesting Agency's Mayor, Agency Administrator, Agency head or other person within the law enforcement department of command rank and who is expressly authorized by the requesting Agency to request aid in non-emergency situations.
  - B. No Liability for Failure to Respond. It is understood and agreed by all of the Cooperating Agencies that assistance is not assured or guaranteed to any

Agency. Nor is there any understanding that all, or any, requests for assistance will be met. It is expressly agreed by and between all Agencies that any Agency to which a request is made, or which shall otherwise have knowledge of need of assistance in another Agency, shall have no liability whatsoever to the requesting Agency or any other Agency signatory hereto or to the Officers or employees of any Agency or to any third person whomsoever for failure for whatever reason to respond to, or delay in responding to, a call for assistance or for failure to communicate such call or any failure or delay. Each Agency covenants not to sue and agrees to save harmless each of the other Agencies for any claim or action based, in any manner, on a failure to respond in or to a request for assistance under this Agreement.

- C. Radio Communication. Cooperating agencies will, through separate interlocal agreement, ensure that a system is maintained that facilitates radio communication between all cooperating agencies.
  - D. Command at Scene. The Agency requesting assistance shall provide command at the scene for which assistance is requested.
  - E. Procedures. The Cooperating Agencies may develop and effectuate mutually agreed upon written procedures consistent with the mutual assistance provisions hereof.
9. Training. Each Cooperating Agency is responsible for the training of its personnel. The Cooperating Agencies may participate in joint training as agreed upon by the Cooperating Agencies.
10. Search Warrants. Unless otherwise agreed to by a Host Agency, search warrants to be served or acted upon in Host Agency jurisdiction shall have named thereon and shall be served by an Officer of the Host Agency. An Officer of the requesting Agency may, but need not be, named on the warrant or other issuance in addition to an Officer of the Host Agency. Each Agency shall treat requests for service of warrants from other Agencies in the most expeditious manner reasonably possible under the circumstances.
11. Equipment. Cooperating Agencies shall be solely responsible for the maintenance of all equipment provided and utilized by its law enforcement officers, and shall not be required to provide any equipment, maintenance, or repair to any equipment used by those law enforcement officers providing assistance pursuant to this Agreement and who are employed by the other Cooperating Agencies.

Any supplies, equipment, vehicles or other personal property or other real property, which is utilized in the performance of the duties and obligations created under this Agreement, shall remain at all times the property and the sole responsibility of each such jurisdiction and shall not be the obligation or responsibility of the other Cooperating Agencies.

12. Investigation. Each Cooperating Agency shall assist other Agencies requesting assistance in the investigation of persons within the limits of primary jurisdiction of the cooperating Agency who are suspected by such other Agency of committing or believed to have information concerning crimes or criminal activity occurring in such other Agency. When reasonably possible, a Host Agency shall provide an Officer to personally accompany the Officer or Officers of another Agency during their investigation within the Host Agency.
13. Financing. Each Cooperating Agency shall be responsible for all compensation and remuneration of its own employees and shall pay all required payroll, wages, taxes, and benefits as provided by law. Each Cooperating Agency shall also be responsible for the costs of equipment provided and utilized by its law enforcement officers in accordance with Paragraph 11 of this agreement.
14. Officers Remain Employees of Own Agency. An Officer, while serving outside the Officer's Primary Jurisdiction shall at all times be considered and held as serving in the regular line of duty of the Agency which employs the Officer as fully as if the Officer were serving within the limits of the Officer's Primary Jurisdiction.
15. Disciplinary Procedures. Disciplinary action arising out of an Officer's conduct, actions, or omissions, whether occurring within or outside the Officer's Primary Jurisdiction, shall be handled by the Agency which employs the Officer, that is, the Officer's Primary Jurisdiction.
16. Rules and Regulations. The Agencies recognize that the duties, work, skills and working conditions may differ between Agencies. While serving outside their own Agency, Officers serving pursuant to this Agreement shall conduct themselves in accordance with the policies and procedures of the Officer's Primary Jurisdiction, except as may otherwise be agreed to by such Officer's Agency of Primary Jurisdiction and the Host Agency in which the service is performed.
17. Liability Insurance. Each of the Cooperating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury (including false arrest) and property damage, in an amount not less than the maximum liability of Agencies of the appropriate class for acts of its law enforcement personnel as from time to time established by the Legislature, said limit at date hereof being \$1,000,000 per person and \$5,000,000 per occurrence, as prescribed by Neb. Rev. Stat. Section 13-1802. Each Agency's insurance or self-insurance shall cover acts and omissions of its Officers while performing services under this Agreement. These Insurance provisions are not intended to waive an Agency's sovereign immunity. Each Agency's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.
18. Public Information. To the extent that specific case information relating to a mutual

effort with other law enforcement agencies is made public, each agency shall be responsible for responding to the request to determine which of the reports that it generated may be made available to the public. No participating agency shall release any document generated by another agency without permission unless release is required by a court order.

19. No Agency Relationship Created. This Agreement merely creates the framework for cooperation among the Cooperating Agencies for the purposes hereof, and there is no agency or instrumentality and no agency relationship created hereby between the Agencies or between any Agency's employee and any other Agency. The cooperative activity hereby established does not constitute an independent agency or employer. This is a cooperative undertaking between the Agencies and Officers while performing any services under this Agreement shall at times and for all purposes remain employees exclusively of the law enforcement department of the Agency which encompasses the Officer's Primary Jurisdiction and shall for no purpose be deemed to be an employee of any other Agency.
20. No Separate Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Agencies. In cases of disagreement on the administration of this Agreement, the heads of each agency will be responsible for mediating such disagreements. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
21. Term of Agreement. This Agreement shall be effective on the first day of the calendar month next following the completion of implementing action by all eleven Agencies as required by Paragraph 22(b) of this Agreement hereof and shall continue in full force and effect for a period of five (5) years thereafter unless terminated earlier by ordinance or resolution of the governing body of any Agency, the effective date of termination shall not be less than thirty (30) days following such terminating Agency's written notice to all other Agencies. The termination of this Agreement by one Agency does not terminate the Agreement between the remaining Agencies, which shall remain in full force and effect. A review of the Agreement may occur upon request of any of the Cooperating Agencies.
22. Miscellaneous.
  - A. Other Agreements. The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Cooperating Agencies in respect to other aspects of public safety. In the event of conflict or when resolving any ambiguities, this Douglas Sarpy Mutual Aid Interlocal takes precedence over any other agreement.
  - B. Implementing Action. Prior to the operative date of this Agreement, each Agency shall take formal action by ordinance

or resolution of its governing body approving this Interlocal Cooperation Agreement. Each Agency shall furnish the other Agencies executed copies of such authorizing action.

23. Mutual Non-Discrimination Clause. The Agencies agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, and 42 USCS 12101 *et seq.* Agencies and their subcontractors will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, political or religious opinions or affiliations, or national origin of the employee or applicant. Agencies and their subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.
24. Multiple Counterparts. This agreement, involving numerous Agencies, may be executed in multiple counterparts each of which may bear the signatures of less than all of the Agencies hereto, and it shall be in full force and effect even if so executed
25. General Provisions

A. Independent Contractors

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Agencies. Any and all acts that any Agency or its personnel, employees, agents, or contractors, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Agencies shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the others for any purpose whatsoever. No Agency, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the others. The Agencies shall not provide any insurance coverage to the others or their employees including, but not limited to, workers' compensation insurance. Each Agency shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against an Agency its officers, employees, agents, or contractors shall in no way be the responsibility of that Agency. No Agency shall have any authority to bind the others by or with any contract or agreement, nor to impose any

liability upon the others. All acts and contracts of each shall be in its own name and not in the name of the others, unless otherwise provided herein.

**B. Release and Indemnity**

Each Agency shall assume all risk of loss, indemnify the others against loss, and hold the others, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Agency to comply with terms and conditions of the Agreement, and for any losses caused by other Agencies which have entered into agreements with the indemnifying Agency, provided that the Indemnified Agency gives the Indemnifying Agency prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Agency shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive an Agency's sovereign immunity. Each Agency's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.

**C. Drug Free Policy**

Each Agency assures the others that it has established and maintains a drug free workplace policy.

**D. New Employee Work Eligibility Status**

The Agencies shall 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.

**E. Public Benefits**

With regard to Neb. Rev. Stat. §§4-108 - 113, no Agency is an individual or sole proprietorship. Therefore, no Agency is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

**F. Unavailability of Funding**

Due to possible future reductions in Municipal, County, State and/or Federal appropriations, Agencies cannot guarantee the continued availability of funding for this

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

#### G. Conflict of Interest

In the performance of this Agreement, Agencies will avoid all conflicts of interests or appearances of conflict of interest. Agencies will report any conflict of interest immediately to each other. Agencies assure each other that no Agency employee will have a financial or personal interest in this Agreement. Agencies have not and will not provide any money or other benefit of any kind to any other Agency employee in the procuring of, facilitation of, or execution of this Agreement.

#### H Amendments

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Agencies. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Agencies hereto. Every amendment shall specify the date on which its provisions shall be effective.

#### I. Choice of Law

The Agencies to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

#### J. Assignment and Delegation

This Agreement is exclusive to the Agencies and rights may not be assigned nor duties

delegated by any Agency except on prior written consent of the other Agencies. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Agency. Shall such approval to assign or delegate be granted, all covenants, stipulations, and agreements herein shall inure to the benefit of the Agencies and extend to and bind the legal representatives, successors, and assigns of the Agencies.

**K. Joint Work Product**

This Agreement is the joint work product of the Agencies; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Agency by reason of document preparation.

**L. Entire Agreement**

This Agreement contains the entire agreement of the Agencies. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by any Agency other than those that are expressly set forth herein. No agent, employee or other representative of any Agency is empowered to alter any of the terms hereof except as provided herein.

**M. Incorporation of Recitals**

The recitals set forth above are, by this reference, hereby incorporated into and deemed part of this Agreement.

**N. No Third Party Rights**

This Agreement is executed for the benefit of the named Agencies only. This Agreement is not intended to, nor shall it provide rights to any third party, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of an Agency's employees, officers and agents.

**O. Authorized Representatives and Notice**

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained. The Agencies hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the head of each agency shall be the authorized representative of the Agencies.

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

**P. Headings**

The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
03/04/25

COUNCIL MEETING DATE: 3/4/2025		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:

BPW 250112: 2025 - 2027 Parks Mowing

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 2 - bids for 2025 - 2027 Parks Mowing on 2/12 ranging from \$35,078.40 to \$52,416.00 per year for 3-years starting in 2025 through 2027. After review of the bids received, the low, responsive, and responsible bidder is Crow Lawn Care, LLC. Therefore, PW requests the City Council approve and the Mayor execute the Notice of Award and authorize the execution of the Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Notice of Award and authorize the execution of the Agreement between the City of Bellevue and 2025 - 2027 Parks Mowing in the amount of \$35,078.40 per year for 3-years starting in 2025 through 2027.

ATTACHMENTS:

- |  |   |   |
|--|---|---|
| 1. <input type="text" value="Bid Form"/>   | 2. <input type="text" value="Bid Bond"/>        | 3. <input type="text" value="Agreement"/> |
| 4. <input type="text" value="Tab Sheets"/> | 5. <input type="text" value="Notice of Award"/> | 6. <input type="text" value="Proposal"/>  |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

**NOTICE OF AWARD**

Date of Issuance: **March 4, 2025**  
Owner: **City of Bellevue** Owner’s Project No.: **BPW - 250112**  
Engineer: **City of Bellevue** Engineer’s Project No.:  
Project: **2025 - 2027 Parks Mowing**  
Contract Name: **2025 - 2027 Parks Mowing**  
Bidder: **Sam Crow - Crow Lawn Care, LLC**  
Bidder’s Address: **PO Box 776, Bellevue, NE 68005**

You are notified that Owner has accepted your Bid dated **2/12/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2025 – 2027 Parks Mowing**

The Contract Price of the awarded Contract is **\$35,078.40 per year for 3-years starting in 2025 through 2027**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Copy: Engineer

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Crow Lawn Care, LCC** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. **Contractor's Work.** Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **2025 - 2027 Parks Mowing** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after receiving a Written Notice to Proceed from

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **\$35,078.40 dollars per year for 3-years starting in 2025 through 2027** ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor,

materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

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

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

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

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

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all

other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

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

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

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor’s agents and employees, including Contractor’s subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in

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

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

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

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

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

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

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

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

If to City:

City of Bellevue

\_\_\_\_\_  
Attn: \_\_\_\_\_  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree

to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director, or designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

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

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of

which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

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

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify

Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_



BIDDER: Crow Lawn Care LLC

Project: **City of Bellevue**  
**"2025 PARKS MOWING"**

### PROPOSAL

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

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2025 PARKS MOWING" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) \_\_\_\_\_ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

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

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

Respectfully submitted:

 owner  
Signature of Bidder - Title

Sam Crow

Typed or Printed Name

Crow Lawn Care LLC

Name of Company

103 E 35<sup>th</sup> Ave

Business Address

Belleve, NE 68005

51708-24

Contractor's License #/or approved equivalent

402 312 8567

Phone Number

**BID SHEET**  
**CITY OF BELLEVUE 2025 PARKS MOWING**

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award.

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's selected parks, understanding that the contract may be renewed every January, not to exceed three (3) years under the same terms and conditions.

Year	Acres per Sequence	Cost per Acre including trash pickup	Total Annual Cost based on twenty-four (24) Mowing Sequences at the specified acreage
2025	42.0	34.80	35,078.40
2026 (option)	42.0	34.80	35,078.40
2027 (option)	42.0	34.80	35,078.40

Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month to approve all accounts payable liabilities.

Company: Crow Lawn Care LLC

Address: PO Box 776 City/State/Zip: Bellevue, NE 68005

Contact person: Sam Crow Telephone: 402 312 8567

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 

Name Printed: Sam Crow

Title: Owner

Date: 2/10/2025

**Equipment List:**

**John Deere tractor and 15' batwing mower**

**3 72" ztrs**

**1 Ventrac tractor with 72" and 96" mower**

**Trimmers**

**References**

**Werner Trucking - Zach Howell 402-660-3178**

**Avian Forest residents and HOA – Denise Norris 402-301-4307**

**Fairview HOA Casey Haflett 402-305-1636**



**UNITED FIRE & CASUALTY COMPANY**

118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we

CROW LAWN CARE LLC

17555 WEBSTER BLVD PLATTSMOUTH, NE 68048-8917

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF BELLEVUE, NE

1510 WALL ST BELLEVUE, NE 68005-3675

as Obligee, hereinafter called the Obligee, in the sum of ONE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 92 CENTS Dollars (\$ 1,753.92 ), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
2025 PARKS MOWING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of February, 2025.

CROW LAWN CARE LLC

By [Signature] (Seal)  
(PRINCIPAL)

managing member  
(TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)  
(SURETY)

By [Signature]  
(ATTORNEY-IN-FACT)

[Signature]  
(WITNESS)

[Signature]  
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.: W4253907  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Oblige: CITY OF BELLEVUE, NE 1510 WALL ST  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA BELLEVUE, NE 68005-3675  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PAMELA CABA, SANDRA JOHNSON, KYLE A. WADE, JASON ORTMAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire June 7th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of February, 2025.



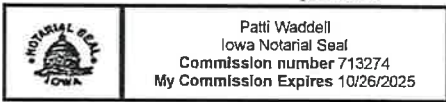
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 6th day of February, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say: that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*

Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 6th day of February, 2025.



By: *Mary A. Bertsch*

Assistant Secretary,  
 UF&C, UF&I & FPIC

**CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,  
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS**

**PROJECT NAME: "2025 PARKS MOWING"**  
**CITY PROJECT NUMBER: BPW-250112**  
**FEDERAL PROJECT NUMBER: n/a**

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**NOTE:** The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
03/04/25

COUNCIL MEETING DATE: 3/4/2025		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:

BPW 250111: 2025 - 2027 ROW Mowing

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 3 - bids for 2025 - 2027 ROW Mowing on 2/12 ranging from \$123,192 to \$208,860 per year for 3-years starting in 2025 through 2027. After review of the bids received, the low, responsive, and responsible bidder is Crow Lawn Care, LLC. Therefore, PW requests the City Council approve and the Mayor execute the Notice of Award and authorize the execution of the Agreement.

FISCAL IMPACT: \$123,192 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Crow Lawn Care, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 2025 ROW Mowing

CONTRACT EFFECTIVE DATE: 3/4/2025 CONTRACT TERM: 3-years CONTRACT END DATE: 12/31/2027

PROJECT NAME: BPW 250111 - 2025 ROW Mowing

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: 10-15-6038

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Notice of Award and authorize the execution of the Agreement between the City of Bellevue and 2025 - 2027 ROW Mowing in the amount of \$123,192.00 per year for 3-years starting in 2025 through 2027.

ATTACHMENTS:

- Bid Form
- Bid Bond
- Agreement
- Tab Sheets
- Notice of Award
- Proposal

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**NOTICE OF AWARD**

Date of Issuance: **March 4, 2025**  
Owner: **City of Bellevue** Owner’s Project No.: **BPW - 250111**  
Engineer: **City of Bellevue** Engineer’s Project No.:  
Project: **2025 - 2027 ROW Mowing**  
Contract Name: **2025 - 2027 ROW Mowing**  
Bidder: **Sam Crow - Crow Lawn Care, LLC**  
Bidder’s Address: **PO Box 776, Bellevue, NE 68005**

You are notified that Owner has accepted your Bid dated **2/12/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2025 ROW Mowing**

The Contract Price of the awarded Contract is **\$123,192.00 per year for 3-years starting in 2025 through 2027**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Copy: Engineer

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Crow Lawn Care, LCC** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. **Contractor's Work.** Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **2025 - 2027 ROW Mowing** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after receiving a Written Notice to Proceed from

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **\$123,192.00 dollars per year for 3-years starting in 2025 through 2027** ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor,

materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

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

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

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

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

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all

other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

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

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

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in

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

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

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

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

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

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

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

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

If to City:

City of Bellevue

Attn: \_\_\_\_\_

1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree

to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director, or designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

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

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of

which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

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

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify

Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_





**UNITED FIRE & CASUALTY COMPANY**

118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we

CROW LAWN CARE LLC

17555 WEBSTER BLVD PLATTSMOUTH, NE 68048-8917

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF BELLEVUE, NE

1510 WALL ST BELLEVUE, NE 68005-3675

as Obligee, hereinafter called the Obligee, in the sum of SIX THOUSAND ONE HUNDRED FIFTY-NINE AND 60 CENTS Dollars (\$6,159.60), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
2025 RIGHT OF WAY MOWING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of February, 2025.

CROW LAWN CARE LLC

By [Signature] (Seal)  
(PRINCIPAL)

Managing Member  
(TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)  
(SURETY)

By [Signature]  
(ATTORNEY-IN-FACT)

[Signature]  
(WITNESS)

[Signature]  
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.: W4253906  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Obligee:  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CITY OF BELLEVUE, NE 1510 WALL ST  
 BELLEVUE, NE 68005-3675  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PAMELA CABA, SANDRA JOHNSON, KYLE A. WADE, JASON ORTMAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire June 7th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of February, 2025



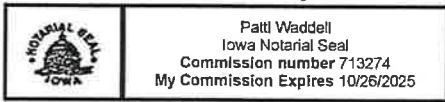
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 6th day of February, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*

Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 6th day of February, 2025



By: *Mary A. Bertsch*

Assistant Secretary,  
 UF&C, UF&I & FPIC

**CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,  
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS**

**PROJECT NAME: "2025 RIGHT-OF-WAY MOWING"**  
**CITY PROJECT NUMBER:** \_\_\_\_\_  
**FEDERAL PROJECT NUMBER:** \_\_\_\_\_

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**NOTE:** The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

**BID SHEET**  
**CITY OF BELLEVUE 2025 RIGHT-OF-WAY MOWING**

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award.

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's right-of-ways, understanding that the contract may be renewed every January, not to exceed a total of three (3) years under the same terms and conditions.

Year	Acres per Sequence	Cost per Acre including trash pickup	Total Annual Cost based on twelve (12) Mowing Sequences at the specified acreage
2025	295	34.80	123,192.00
2026 (option)	295	34.80	123,192.00
2027 (option)	295	34.80	123,192.00

Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month to approve all accounts payable liabilities.

Company: Crow Lawn Care LLC

Address: PO Box 776 City/State/Zip: Bellevue, NE 68005

Contact person: Sam Crow Telephone: 402 312 8567

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 

Name Printed: Sam Crow

Title: Owner

Date: 2/10/2025

**Equipment List:**

**John Deere tractor and 15' batwing mower**

**3 72" ztrs**

**1 Ventrac tractor with 72" and 96" mower**

**Trimmers**

**References**

**Werner Trucking - Zach Howell 402-660-3178**

**Avian Forest residents and HOA – Denise Norris 402-301-4307**

**Fairview HOA Casey Haflett 402-305-1636**

BIDDER: Crow Lawn Care LLC

Project: **City of Bellevue**  
**"2025 RIGHT-OF-WAY MOWING"**

**PROPOSAL**

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

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2025 RIGHT-OF-WAY MOWING" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) \_\_\_\_\_ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

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

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

Respectfully submitted:

 owner  
Signature of Bidder - Title

Sam Crow  
Typed or Printed Name

Crow Lawn Care LLC  
Name of Company

103 E 35<sup>th</sup> Ave  
Business Address

Belleve, NE 68005

51708 - 24  
Contractor's License #/or approved equivalent

402 312 8507  
Phone Number

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
03/04/25

COUNCIL MEETING DATE: March 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 muni-body, single axle dump trucks with plows and hydraulics, AVL systems from Cornhusker International.

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included replacement of two (2) 2010 single axle dump trucks. The Street Department is requesting approval to purchase two new HV507 trucks, replacing Units #20 and #21.

FISCAL IMPACT: \$521,600 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Sourcewell/City of Omaha contract pricing extended

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPST25(10) - Operations, Equipment

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

CIP PROJECT NAME: CIPST25(10) - Operations, Equipment CIP PROJECT NUMBER: CIPST25(10)

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

ACCOUNTING DISTRIBUTION CODE: 7100.15 ACCOUNT NUMBER: 7100 - Equipment

RECOMMENDATION:

The department is recommending approval and authorization to purchase.

ATTACHMENTS:

- City of Bellevue Proposal 14389 2-17-2025
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## MEMORANDUM

**To:** Dave Goedeken                      Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** Single Axle Truck replacement – St #20, 21  
**Date:** February 24, 2025

The approved FY24-25 budget, and CIP included a detailed listing of all known and planned replacements for the year.

Cornhusker International has prepared a detailed proposal to replace Street units #20 and 21 with two (2) Muni-body single axle dump trucks with hydraulics, plows, and GPS/AVL equipment furnished and installed by Force America and Henderson Equipment

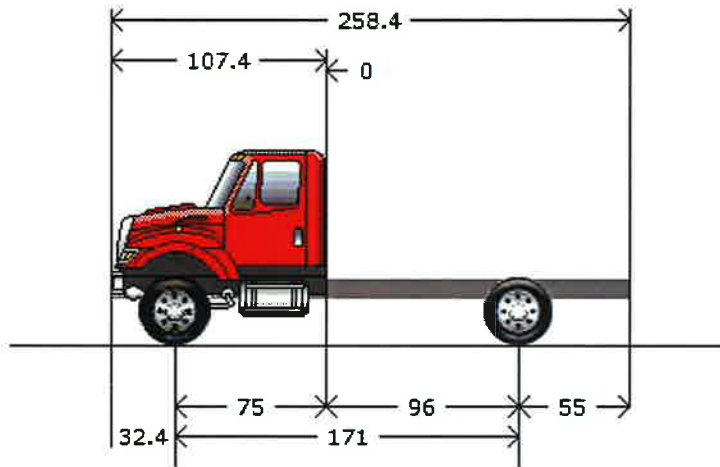
I would like to have the proposal placed on the upcoming Council agenda with a recommendation to purchase the equipment as proposed, March 4, 2025.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment

**Prepared For:**  
 CITY OF BELLEVUE  
 Bobby Riggs  
 210 W Mission Ave.  
 Bellevue, NE 68005-5299  
 (402)293 - 3126  
 Reference ID: Muni Dumps

**Presented By:**  
 CORNHUSKER INTERNATIONAL TRUCKS, INC  
 Rob Roane  
 4502 S. 110th Street  
 Omaha NE 68137 -  
 (402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2026 HV507 SFA (HV507)**

**AXLE CONFIG:** 4X2  
**APPLICATION:** Front Plow with spreader  
**MISSION:** Requested GVWR: 35000. Calc. GVWR: 36220. Calc. GCWR: 80000  
 Calc. Start / Grade Ability: 44.85% / 2.88% @ 55 MPH  
 Calc. Geared Speed: 73.5 MPH

**DIMENSION:** Wheelbase: 171.00, CA: 96.00, Axle to Frame: 55.00  
**ENGINE, DIESEL:** {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)  
**TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway  
**CLUTCH:** Omit Item (Clutch & Control)  
**AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
**AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63

**CAB:** Conventional, Day Cab  
**TIRE, FRONT:** (2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position  
**TIRE, REAR:** (4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive  
**SUSPENSION, REAR, SINGLE:** 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs  
**PAINT:** Cab schematic 100WK  
 Location 1: 0316, Orange (Custom)  
 Chassis schematic N/A

**Vehicle Specifications**  
**2026 HV507 SFA (HV507)**

February 17, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 55.00 Axle to Frame.	5957/3683	9640	\$122,474.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1ANA	AXLE CONFIGURATION 4x2	60/-119	-59	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.			
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	136/254	390	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0	\$26.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	142/-37	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$155.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	\$973.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	\$399.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	10/17	27	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake	0/7	7	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn	4/0	4	\$0.00
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1	\$0.00

**Vehicle Specifications  
2026 HV507 SFA (HV507)**

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4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14	\$38.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16	\$58.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21	\$50.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10	\$70.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-33/52	19	\$288.00
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23	(\$1,268.00)
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52	(\$1,424.00)
5710	STEERING COLUMN Tilting and Telescoping	16/3	19	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0	\$0.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38	\$612.00
7BEU	AFTERTREATMENT COVER Aluminum	8/3	11	\$278.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	125/51	176	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	5/5	10	\$64.00
7WDM	EXHAUST HEIGHT 10'	15/12	27	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	9/7	16	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

**Vehicle Specifications**  
**2026 HV507 SFA (HV507)**

February 17, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
8541	HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	23/30	53	\$103.00
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2	\$74.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2	\$163.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$0.00
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1	\$0.00
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3	\$483.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Inside Rails, Includes LED License Plate Light	-3/14	11	\$250.00
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2	\$168.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6	\$461.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3	\$94.00
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0	\$197.00
8XNY	HEADLIGHTS Halogen	0/0	0	\$0.00

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9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10	\$167.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"			
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10771	PAINT CLASS Single Custom Color	0/0	0	\$825.00
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0	\$0.00
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/ B6.7/ISL/L9 Engines	3/0	3	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door			
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00
12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564	\$8,197.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	<u>Includes</u> : FAN Nylon			
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqn, with 1167 Sqn Charge Air Cooler	0/0	0	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber			
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2	\$352.00
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0	\$45.00
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0	\$97.00
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0	\$60.00
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0	\$0.00
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	203/80	283	\$6,794.00
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$898.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$156.00

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13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0	\$0.00
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63	0/228	228	\$1,767.00
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/90	90	\$169.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0	\$260.00
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/-5	-5	\$123.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	29/5	34	\$342.00
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-2/19	17	\$178.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0	\$0.00
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0	\$488.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)			
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	0/0	0	\$0.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9	\$305.00

**Vehicle Specifications**  
**2026 HV507 SFA (HV507)**

February 17, 2025

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16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$368.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	3/6	9	\$505.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"			
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
16VSL	WINDSHIELD Heated, Single Piece	0/0	0	\$632.00
16VUY	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 and 4x4 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	0/0	0	\$0.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$45.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0	\$0.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0	\$333.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
27DJM	WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-12/0	-12	\$18.00
28DJM	WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24	(\$58.00)
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20	(\$248.00)

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7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	12/0	12	\$252.00
<b>Total of Product Features</b>				<b>\$154,879.00</b>
Cab schematic 100WK Location 1: 0316, Orange (Custom) Chassis schematic N/A				
<b>Services Section:</b>				
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
<b>Total of Service Features</b>				<b>\$0.00</b>
<b>Total Component Weight:</b>		<b>7773/4348</b>	<b>12121</b>	
<b>Total List Price Including Options:</b>				<b>\$154,879.00</b>
		(lbs)	(lbs)	(US DOLLAR)
1	Henderson Quote 182663 MKE, RSP, HCH FSH, PWS	0/0	0	\$149,068.00
<b>Total Body Allied:</b>		<b>0/0</b>	<b>0</b>	<b>\$149,068.00</b>
		(lbs)	(lbs)	(US DOLLAR)
2026 Commodity Surcharge		0/0	0	\$0.00
Lot Pack		0/0	0	\$0.00
2026 Model Year		0/0	0	\$0.00
<b>Total Goods Purchased:</b>		<b>0/0</b>	<b>0</b>	<b>\$0.00</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

**Financial Summary  
2026 HV507 SFA (HV507)**

February 17, 2025

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$154,879.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$154,879.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$157,979.00
Less Customer Allowance:		(\$46,247.00)
Total Vehicle Price:		\$111,732.00
Total Body/Allied Equipment:		\$149,068.00
Total Sale Price:		\$260,800.00
Total Per Vehicle Sales Price:		\$260,800.00
Total For 2 Vehicle Sales:		\$521,600.00
Net Sales Price:		\$521,600.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.**



# **HV507 SFA**

**Sales Proposal For:  
CITY OF BELLEVUE**

**Presented By:  
CORNHUSKER INTERNATIONAL TRUCKS, INC**

Monday, February 24, 2025

Bobby Riggs  
CITY OF BELLEVUE  
210 W Mission Ave.  
Bellevue, NE 68005-5299 USA

Dear Bobby Riggs,

We appreciate this opportunity of giving you a quote on one 2026 International HV507 SFA (HV50700). We are proud to represent International Trucks and know that we offer the best product in the industry.

We are also proud of what CORNHUSKER INTERNATIONAL TRUCKS, INC can offer CITY OF BELLEVUE in the way of services and optional equipment. Consider the following:

Our Service Department is 7:00 AM - 10:00 PM Monday through Friday and 8:00 AM - Noon on Saturday. We stock over \$4,000,000 in parts inventory. We offer full service leasing and rental of vehicles. We can provide wrecker service during business hours. We offer a full selection of financing options from Conventional finance to Municipal Lease Purchases. The city of Bellevue NE has been quoted using the current city of Omaha contract with Henderson Products. We are using Government Discounts and the Sourcewell contract #060920-NVS with International.. we offer a full selection of financing options from conventional finance to lease.

When you combine all of the features that CORNHUSKER INTERNATIONAL TRUCKS, INC offers you with the strength of 600 International dealers coast to coast, the answer is obvious:

The Right Product + The Right Dealership = The Right Decision

Thanks again and we look forward to completing this order. Please let me know if you have any further questions.

Sincerely,



Rob Roane



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:** ST20 and ST21  
**Date:** 2-26-2025

ST20 and ST21 are both 2010 International 7400 Single axle dump trucks. Both of these trucks are used on a regular basis in the Street Departments operations, not only with daily street repairs but also during snow removal events. These trucks are extremely rusty and are facing costly repairs which bring safety concerns. Both trucks meet the replace criteria and are on the CIP to be replaced in the next purchase of trucks. It is my recommendation to replace them as slated.

Thank you,

A handwritten signature in blue ink that reads "Todd Jarosz". The signature is written in a cursive, flowing style.

Todd Jarosz  
Fleet Superintendent  
City of Bellevue

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
03/04/25

COUNCIL MEETING DATE: March 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 aerial lift truck replacing St #23 - NE Contract 15704 OC

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included purchase of an aerial lift truck.  
The Street Department is requesting approval to purchase an articulating aerial lift truck to replace St 23 for signal and sign maintenance from Aspen Equipment.

FISCAL IMPACT: \$205,340.00 BUDGETED FUNDS: Y GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: State of Nebraska Contract 15704 OC

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:

1. EQT004931 Bellevue bucket truck revised 2. 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## MEMORANDUM

**To:** Dave Goedecken                      Public Works Director  
**From:** Bobby Riggs                        Street Superintendent  
**Subject:** Bucket/Lift Truck replacement – St #23  
**Date:** February 24, 2025

The approved FY24-25 budget, and CIP included a detailed listing of all known and planned replacements for the year.

Aspen Equipment has prepared a detailed proposal to replace Street units #23 as new articulating bucket, lift truck for sign and signal maintenance.

I would like to have the proposal placed on the upcoming Council agenda with a recommendation to purchase the equipment as proposed, March 4, 2025.

Pricing is extended through the State of Nebraska Contract #15704 OC.

Coding for the purchases on the FY24-25 budget: 7100.15 – Equipment

# **QUOTATION**

20 February, 2025

## **ASPEN EQUIPMENT COMPANY - UPATL**

QUOTATION : EQT004931

### **CITY OF BELLEVUE**

ATTN: ACCOUNTS PAYABLE, BELLEVUE  
NE 68005, US

### **CUSTOMER CONTACT**

## **ASPEN EQUIPMENT COMPANY**

11475 S 153rd St  
Omaha NE 68138-4406



A division of MGX Equipment Services, LLC

<b>QUOTATION NO</b> EQT004931	<b>DATE</b> 02-11-2025
<b>PAYMENT TERMS</b> NET 30 DAYS	

ASPEN EQUIPMENT COMPANY  
11475 S 153rd St  
Omaha NE 68138-4406  
402-894-9300

<b>CUSTOMER NO</b> BP0009075
<b>CUSTOMER PO</b>

**EQUIPMENT SALES QUOTATION**

**INVOICE TO:**

CITY OF BELLEVUE  
ATTN: ACCOUNTS PAYABLE  
1500 WALL STREET  
BELLEVUE NE 68005

**SHIP TO:**

CITY OF BELLEVUE  
ATTN: ACCOUNTS PAYABLE  
1500 WALL STREET  
BELLEVUE NE 68005

: DAVID PHILLIPS

**DELIVERY TERMS** : DELIVERED BY SALEPERSON/WHSE

**QUOTATION GOOD THRU** : 03-13-2025

UNIT	QTY	UNIT PRICE	TOTAL
2024 Ford F-600 Diesel ETI ETCMH40IH Bucket Trk <b>ASPEN EQUIPMENT MODEL:UPATL</b>  ETI / Palfinger Aerial Device Model - ETCMH40IH *45' Working Height *40' Ground to Bottom of Bucket 30'3" Side Reach with End Mount Bucket Continuous Rotation Fiberglass Inner Boom Hoses Inside Boom Are Contained in a Cat Trac Emergency Upper Boom Controlled Descent Valve *Based on 40" chassis frame height  Upper Boom for ETCMH40IH with 1000# lift eye near end of outer boom.  Bucket, 24 X 30 Left Step, Right studs for control bracket mounting. Standard 400 pound bucket capacity Bucket Cover with foam insert for 24X30 bucket  180 degree bucket rotator and top-mount jib mounting provisions  Reservoir, 15 gallon, floor mounted in the SS front corner of the load area.  Start/Stop at basket  Emergency Power at basket  2-Speed Throttle at basket  Hydraulic Jib and Winch Package - Jib capacity for ETC40MH. 300 pound minimum capacity, 1000 pound maximum capacity. - Hydraulic Tilting Jib Mounted on top of Boom - Manual Jib Extension - Manual Jib Rotation - Hydraulic Winch Mounted Over Jib - 60' x 1/2" Winch Line with Swivel Hook - Winch Line Controls at Lower Controls  Non-Metallic, Single-Handle Control with Joy Stick winch control and Hydraulic Tool Circuit with flow divider and pressure relief. 4-Function  Dielectrically test upper controls per ANSI 92.2  Powder Paint White with ETI Powder Coating Process  Outrigger A-Frame A-Frame Outrigger assembly mounted between body and truck and cab The outrigger valves will be mounted inside the outrigger covers.  Outrigger/boom Interlock with covers  Two DICA polyurethane outrigger pads, 18"X18"X1"	1	205,340.00	205,340.00



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<b>QUOTATION NO</b> EQT004931	<b>DATE</b> 02-11-2025
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11475 S 153rd St  
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<b>CUSTOMER NO</b> BP0009075
<b>CUSTOMER PO</b>

**EQUIPMENT SALES QUOTATION**

Storage brackets for outrigger pads under the front compartments on both sides. For pads up to 20" X 20" X 3" tall.

Stabilizer Bar, Under Frame on 2017+ Ford F-350/450/550/600 Diesel chassis  
Sumosprings for front  
Supersprings for rear

Two Inclinometers  
One centered in cab in view of driver  
One CS rear - right of Triple ID Light

Palfinger Aerial Body - Galvanneal Steel  
132" Length  
96" Width  
20" Deep Compartments  
56" Load Area Width  
40" Side Compartment Height  
25" Compartment Height Above Load Area Floor  
Steel Treadplate Floor  
Recessed Whale Tail Door Handles - Keyed alike  
SS1 and CS1 Compartment Size: 29"  
SS2 and CS2 Compartment Size: 24"  
SS3 and CS3 Compartment Size: 46"  
SS4 and CS4 Compartment Size: 33"  
Full Length Shelf with Rear Access Door in Curb Side Pack  
Master Lock System with two handles at the rear

132MH Body Shelving Package  
SS1 - 2 Shelves with 4 Dividers  
SS2 - 2 Shelves with 4 Dividers  
SS3 - 1 Shelf with 8 Dividers  
SS4 - Removable Swivel Hooks Arranged 2-3-2  
CS1 - 1 Shelf with 2 Dividers  
CS2 - 1 Shelf with 2 Dividers  
CS3 - Blank  
CS4 - 1 Shelf with 2 Dividers

PAB 36" Long Tailshelf  
Smooth plate entryway steps on curbside with grip strut step underneath.  
Hand rail on left hand side of entry  
Through box in tailshelf with a 8" x 17.5" wide opening. Access doors on both side with whale tail latches -keyed alike at the body

Receiver tube at the rear (MGTW 10,000#, MAX TONGUE WEIGHT 1,200#)(CLASS IV)  
7 Blade trailer socket in bumper mounting hole.  
Trailer Wiring Harness Adapter – 7 Blade to 6 Prong round trailer socket. \*SHIP LOOSE\*

Paint body standard White (132)

Non-skid coating on body front walls, compartment tops, load area walls and floor, tailshelf floor, and tailshelf entry step

Light Panel for Tailshelf. Centered cutout for backup camera.  
Reinstall chassis backup camera system

Entryway Light - Peterson model # 397 LED

Boom Support and Bucket Support, Bolt-on.

Wheel chocks (2) with hair pin metal handle. 8Wx10Lx5.5H with 5 inch handle

Unit Safety Switch - Parking brake must be set before unit will operate

4 Amber surface mount strobes  
2 located on front grill of chassis, SS and CS  
2 located on rear tail channel, SS and CS

DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference.  
Triangle Warning Kit, Spare fuses for 2017+ Ford truck  
Required per Federal Motor  
DOT inspection

Warranty is one year parts and labor.



<b>QUOTATION NO</b> EQT004931	<b>DATE</b> 02-11-2025
<b>PAYMENT TERMS</b> NET 30 DAYS	

ASPEN EQUIPMENT COMPANY  
 11475 S 153rd St  
 Omaha NE 68138-4406  
 402-894-9300

<b>CUSTOMER NO</b> BP0009075
<b>CUSTOMER PO</b>

**EQUIPMENT SALES QUOTATION**

Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.

2024 FORD F-600 TRUCK CHASSIS  
 4X4 22,000 lb. GVWR  
 84" Cab To Axle (169" Wheelbase)  
 6.7L Diesel Engine  
 10 Speed Automatic Transmission with PTO opening  
 225/70RX19.5 Max Traction Tires  
 Rear Fuel Tank  
 Painted Oxford White  
 Engine Block Heater  
 Extra Heavy front suspension package,  
 Limited Slip rear axle  
 6 Upfitter Switches  
 Exhaust Extended to Edge of Body

----  
**ADDITIONS**

- Ultimate Power 3000 Watt Pure Sine Inverter Installed
- Whelen TA2240F Traffic Advisor Installed on Rear Tailshelf
- CTECH Aluminum Drawer Unit Right Rear 3-3", 2-5", 1-7" Drawer
- Tool Circuit Factory Installed in Rear Bumper

<b>TOTAL PURCHASE</b>	205,340.00
<b>TOTAL AMOUNT (USD)</b>	205,340.00

All equipment subject to availability and prior sale or rental. Quoted price does not include applicable sales tax or fees. Prices are valid for 30 days. Until a firm {signed and accepted} order is placed, Manufacturer price changes may increase these prices without notice.

**THANK YOU FOR YOUR BUSINESS**

\_\_\_\_\_  
**CUSTOMER NAME PRINTED**                      **CUSTOMER SIGNATURE**                      **DATE**                      **CUSTOMER PO**

\_\_\_\_\_  
**BRANCH MANAGER PRINTED NAME**                      **BRANCH MANAGER SIGNATURE**                      **DATE**



A division of MGX Equipment Services, LLC

QUOTATION NO EQT004931	DATE 02-11-2025
PAYMENT TERMS NET 30 DAYS	

ASPEN EQUIPMENT COMPANY  
11475 S 153rd St  
Omaha NE 68138-4406  
402-894-9300

CUSTOMER NO BP0009075
CUSTOMER PO

EQUIPMENT SALES QUOTATION

ASPEN EQUIPMENT, A DIVISION OF MGX EQUIPMENT SERVICES, LLC - TERMS AND CONDITIONS OF SALE

- Offer, Governing Provisions, Cancellation and Termination.** This document is an offer or counter-offer by ASPEN EQUIPMENT, A DIVISION OF MGX EQUIPMENT SERVICES, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"); it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall obligate Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.
- Price.** Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.
- Credit Approval; Payment Terms.** All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall owe the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.
- Taxes and Other Charges.** Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.
- Security Interest.** Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.
- Delivery, Claims and Force Majeure.** Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer, and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.
- Retention of title.** Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.
- Work by Others; Safety Devices.** Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.
- Warranties.** The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.
- LIMITATION OF LIABILITY.** SELLER'S LIABILITY WITH RESPECT TO THE GOODS OR SERVICES SOLD HEREUNDER SHALL BE LIMITED TO THE WARRANTY PROVIDED IN SECTION 9 OF THESE TERMS AND CONDITIONS AND, WITH RESPECT TO ANY OTHER BREACHES OF ITS CONTRACT WITH BUYER, SHALL BE LIMITED TO THE CONTRACT PRICE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS OR SERVICES SOLD BY SELLER, INCLUDING WITHOUT LIMITATION, THE SALE OF GOODS MODIFIED AT THE REQUEST OF BUYER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR OPERATING DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DOWNTIME, LOST GOOD WILL, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES.
- Installation.** If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.
- Assignment.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.
- No Waiver.** No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.
- Cost of Collection.** In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.
- Insurance.** Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.
- Second-hand or used Goods.** If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.
- Services.** The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents whatsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) days of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.
- Compliance.** Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.
- Government Contracts.** Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

V012023



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:** ST23  
**Date:** 2-26-2025

During the last year ST23, a 2017 Ford F550 Bucket truck has had some costly repairs. This truck has had to have the frame reinforce with some plate steel due cracking. This truck is used for daily signs, signal repairs and installation. It is also used for emergency signal repairs and installation of seasonal and holiday decor. Not only does this truck run most all day but it is in content traffic. ST23 meets the replacement criteria, and it is my recommendation to move forward to replace with a like piece of equipment as funds allow.

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
03/04/25

COUNCIL MEETING DATE: March 4, 2025		SUBMITTED BY: David Goedeken - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250106 PK25(01) Aspen Pool Demolition - Design

SYNOPSIS/BACKGROUND:

We recommend the City Council and Mayor review and approve the agreement between the City and HGM Assoc. (HGM) to provide design engineering services for Aspen Pool Demolition. Professional engineering services to includes project management and final designs.

FISCAL IMPACT: \$11,975.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 250106 PK25(01) Aspen Pool Demolition - Design

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 250106 PK25(01) Aspen Pool Demolition - Design

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

CIP PROJECT NAME: Demolition of Aspen Pool CIP PROJECT NUMBER: PK 25(01)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Assoc, in the amount of \$11,975.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



February 24, 2025

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

**Subject: Aspen Pool Demolition**  
**S. 53rd Street and Aspen Drive**  
**HGM Proposal No. 000725-033**

Dear John:

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

HGM will provide Basic Engineering Services for Final Design Documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services and/or Construction Period Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total estimated cost to be \$11,975.00. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

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

**Bellevue Public Works**

February 24, 2025

Page 2 of 2

We anticipate that we will be able to begin work on this project within five (5) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed within 45 days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

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

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



William J. Glismann, P.E.  
Senior Project Manager



Stephen W. Moffitt, P.E.  
Vice President

Acceptance of Proposal:  
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated February 24, 2025, between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

**Project Description: Aspen Pool Demolition  
S 53rd Street and Aspen Drive  
HGM Proposal No. 000725-033**

The project consists of the demolition of the existing swimming pool; pool house; pool pumps, tanks and structure; facility paving and perimeter fence. The pool site will be graded to match surrounding topography. Demolition is planned to be completed by 9/30/2025. Bid Documents should be completed in April to allow for contractor bid to go before City Council in May.

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

1. FINAL DESIGN
  - A. Field Investigation of Project Site.
  - B. Review Meeting with CLIENT.
  - C. Complete Design and Final Construction Drawings. Anticipated drawings include:
    1. General Notes / Estimated Quantities,
    2. Demolition Plans utilizing aerial photo.
    3. Final Site Grading Plans utilizing GIS contours
    4. Erosion Control Plan utilizing aerial photo
    5. Demolition & Misc. Details
  - D. Develop Front End Bid Documents and Special Provisions for items not covered in City of Omaha Standard Specifications.
  - E. Calculate quantities and prepare Opinion of Probable Construction Cost.

Design Notes:

1. The City of Bellevue will print and advertise the Bid Documents and Plans.
2. Drawings will reference City of Omaha Standard Specifications and will have any other specification information noted on the drawing. No separate specifications will be prepared.
3. SWPPP will not be required because site disturbance is anticipated to be less than 1 acre.

CLIENT'S RESPONSIBILITIES:

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

- A. Access to project site.

This is an exhibit attached to and made part of the letter agreement dated February 24, 2025, between: CITY OF BELLEVUE - PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

**ADDENDUM**

This Addendum is made this 24th day of February 2025, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 14th of February 2025.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

**NEW EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

Date: February 24, 2025

**THE CITY OF BELLEVUE, NEBRASKA**

**HGM ASSOCIATES INC.- CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

**TASK AND MAN-HOURS BREAKDOWN  
HGM ASSOCIATES, INC.**

**City of Bellevue  
Aspen Pool Demolition**

Description of Work Items/Tasks	Professional Engineer	Design Engineer	Total
<b>Managemant / Review &amp; Coordination Meeting</b>	3	2	5
<b>Field Investigation</b>	4	4	8
<b>Utility Coordination</b>	1	0	1
<b>Construction Drawings</b>			
General Notes & Quantities	1	3	4.0
Demolition Plan	3	8	11.0
Site/ Grading Plan	2	10	12.0
Erosion Control / Site Stabilization Plans	1	6	7.0
Miscellaneous Details - Demo Photos	4	8	12.0
<b>Quantities/Cost Estimate</b>	1	4	5
<b>Front End Bid Documents and Special Provisions</b>	5	0	5
<b>TOTAL MAN-HOURS</b>	<b>25.0</b>	<b>45</b>	<b>70</b>

**FEE BREAKDOWN  
HGM ASSOCIATES, INC.**

**City of Bellevue  
Aspen Pool Demolition**

**SALARY EXPENSES**

Classification	Manhours		Rate	Cost
Professional Engineer	25	X	\$245.00	\$6,125.00
Design Engineer	45	X	\$130.00	\$5,850.00
<b>Subtotal Salary Expenses</b>				<b>\$11,975.00</b>

**NON-SALARY EXPENSES**

<b>Subtotal Non-Salary Expenses</b>				<b>\$0.00</b>
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<b>TOTAL PROPOSAL COST</b>				<b>\$11,975.00</b>
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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
03/04/25

COUNCIL MEETING DATE: March 4, 2025		SUBMITTED BY: David Goedeken - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design

SYNOPSIS/BACKGROUND:

We recommend the City Council and Mayor review and approve the agreement between the City and HGM Assoc. (HGM) to provide design engineering services for the Library Parking Lot Resurfacing. Professional engineering services to includes project management, topographic survey, material testing, and final designs.

FISCAL IMPACT: \$32,155.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design

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

CIP PROJECT NAME: Resurface Parking Lot at Longo Building CIP PROJECT NUMBER: BM25(7)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER: 10-13

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Assoc, in the amount of \$32,155.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



February 24, 2025

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

**Subject: Bellevue Library Parking Lot Repair**  
**2206 Longo Drive**  
**HGM Proposal No. 000725-032**

Dear John:

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

HGM will provide Basic Engineering Services for Surveying and Final Design Documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services and/or Construction Period Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total estimated cost to be \$32,155.00. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

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

**Bellevue Public Works**

February 24, 2025

Page 2 of 2

We anticipate that we will be able to begin work on this project within five (5) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed within 90 days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

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

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



William J. Glismann, P.E.  
Senior Project Manager



Stephen W. Moffitt, P.E.  
Vice President

Acceptance of Proposal:  
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

---

Authorized Signature

---

Printed Name & Title

---

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated February 24, 2025, between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: **Bellevue Public Library Parking Lot Repair**  
**2206 Longo Drive**  
**HGM Proposal No. 000725-032**

The project consists of rehabilitating the existing parking lot by repairing damaged pavement and milling and asphalt overlay of the parking lot. The project also includes the design of a new sidewalk from the Longo Dr. right-of-way to the library building. Project shall include a topographic survey of the site, coring of existing pavement and subgrade to determine existing pavement makeup and subgrade conditions. Repair Construction is planned to be completed by 9/30/2025. Bid Documents should be completed in April to allow for contractor bid to go before City Council in May.

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

1. TOPOGRAPHIC SURVEY
  - A. Topographic survey of library site.
  - B. Develop topographic drawing.
  
2. FINAL DESIGN
  - A. Field Investigation of Project Site.
  - B. Review Meeting with CLIENT.
  - C. Complete Design and Final Construction Drawings. Anticipated drawings include:
    1. General Notes / Estimated Quantities,
    2. Demolition Plans
    3. Parking Lot Repair Plans
    4. Parking Lot Overlay Plan
    5. Sidewalk Site & Grading Plan.
    6. Details
  - D. Develop Front End Bid Documents and Special Provisions for items not covered in City of Omaha Standard Specifications.
  - E. Calculate quantities and prepare Opinion of Probable Construction Cost.
  
3. PAVEMENT & SUBGRADE INVESTIGATION – THIELE GEOTECH
  - A. See Exhibit D for Scope of Work.

Design Notes:

1. The City of Bellevue will prepare and print the Bidding, Contact Documents, and the General Requirements.
2. Drawings will reference City of Omaha Standard Specifications and will have any other specification information noted on the drawing. No separate specifications will be prepared.
3. SWPPP will not be required because site disturbance is anticipated to be less than 1 acre.

CLIENT'S RESPONSIBILITIES:

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

- A. Access to project site.

This is an exhibit attached to and made part of the letter agreement dated February 24, 2025, between: CITY OF BELLEVUE - PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

**ADDENDUM**

This Addendum is made this 24th day of February 2025, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 14th of February 2025.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

**NEW EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

Date: February 24, 2025

**THE CITY OF BELLEVUE, NEBRASKA**

**HGM ASSOCIATES INC.- CONSULTANT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

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

**TASK AND MAN-HOURS BREAKDOWN  
HGM ASSOCIATES, INC.**

**City of Bellevue  
Library Parking Lot Repair**

Description of Work Items/Tasks	Professional Engineer	Design Engineer	Reg. Land Surveyor	Survey Crew	Survey Tech	Total
<b>Managemant / Review &amp; Coordination Meeting</b>	6	4	0	0	0	10
<b>Field Investigation</b>	4	4	0	0	0	8
<b>Coordination with Geotech Investigation</b>	2	0	0	0	0	2
<b>Topographic Survey</b>						
Survey Management	0	0	2	0	0	2
One Call	0	0	0	0	1	1
Topo Survey	0	0	0	18	0	18
Create Topo Drawing	0	0	0	0	9	9
<b>Construction Drawings</b>						
General Notes & Quantities	1	4	0	0	0	5
Topo Survey Plan	0	2	0	0	0	2
Demolition Plan	6	8	0	0	0	14
Site/ Paving Repair Plan	6	10	0	0	0	16
Sidewalk Plans	8	10	0	0	0	18
Miscellaneous Details	4	8	0	0	0	12
<b>Quantities/Cost Estimate</b>	2	6	0	0	0	8
<b>Front End Bid Documents and Special Provisions</b>	8	0	0	0	0	8
<b>TOTAL MAN-HOURS</b>	<b>47</b>	<b>56</b>	<b>2</b>	<b>18</b>	<b>10</b>	<b>103</b>

**FEE BREAKDOWN  
HGM ASSOCIATES, INC.**

**City of Bellevue  
Library Parking Lot Repair**

**SALARY EXPENSES**

Classification	Manhours		Rate	Cost
Professional Engineer	47	X	\$245.00	\$11,515.00
Design Engineer	56	X	\$130.00	\$7,280.00
<b>Subtotal Design Expenses</b>				<b>\$18,795.00</b>
Reg. Land Surveyor	2	X	\$210.00	\$420.00
Survey Crew	18	X	\$230.00	\$4,140.00
Survey Tech	10	X	\$130.00	\$1,300.00
<b>Subtotal Survey Expenses</b>				<b>\$5,860.00</b>
<b>NON-SALARY EXPENSES</b>				
Thiele Geotech				\$7,500.00
<b>Subtotal Non-Salary Expenses</b>				<b>\$7,500.00</b>
<b>TOTAL PROPOSAL COST</b>				<b>\$32,155.00</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
03/04/25

COUNCIL MEETING DATE: 3/4/2025		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:

CIP25WW(6) - BPW230611 Olde Towne CIPP Rehabilitaion Package - CIPP

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 4 - bids for Old Towne Rehabilitation - Cured-in-Place Pipe (CIPP), ranging from \$822,795.50 to \$1,115,505.00 (Base Bid - Alternate 1). The Engineer Estimate for Base Bid - Alternate 1 = \$1,015,064 and CIP25WW(6) budgeted for Engineering design and construction administration and Construction is \$1,200,000. After review of the bids received, the low, responsive, and responsible bidder is SAK Construction, LLC in the amount of \$822,795.00 and therefore PW requests the City Council approve and the Mayor execute the Notice of Award and authorize the execution of the Agreement.

FISCAL IMPACT?: \$822,795.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: SAK Construction, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: CIP25WW(6) BPW230611 Olde Towne CIPP Rehabilitaion Package

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPWW25(6) - BPW230611 Olde Towne CIPP Rehabilitaion Package

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

CIP PROJECT NAME: Olde Towne CIPP Rehabilitaion Package CIP PROJECT NUMBER: WW25(6)

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

ACCOUNTING DISTRIBUTION CODE: 7000 ACCOUNT NUMBER: WW25(6)

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Notice of Award and authorize the execution of the Agreement between the City of Bellevue and SAK Construction, LLC in the amount of \$822,795.50.

ATTACHMENTS:

- |                 |                          |                                |
|-----------------|--------------------------|--------------------------------|
| 1. Bid Proposal | 2. Bid Bond and Security | 3. Embris - Bid Recommendation |
| 4. Tab Shcets   | 5. Notice of Award       | 6. Agreement                   |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

# NOTICE OF AWARD

Date of Issuance: **03/04/2025**  
Owner: **City of Bellevue** Owner's Project No.: **230611**  
Engineer: **Embris Group, LLC** Engineer's Project No.: **23-021.02**  
Project: **Olde Towne CIPP Rehabilitation Phase 1**  
Contract Name: **Olde Towne CIPP Rehabilitation Phase 1**  
Bidder: **SAK Construction, LLC**  
Bidder's Address: **864 Hoff Road, O'Fallen, MO 63366**

You are notified that Owner has accepted your Bid dated **02/13/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

## **Olde Towne CIPP Rehabilitation Phase 1, Base Bid – Alternate 1**

The Contract Price of the awarded Contract is **\$822,795.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By (signature): \_\_\_\_\_

Name (printed): **Rusty Hike**

Title: **Mayor**

Copy: Engineer

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00 51 00 – NOTICE OF AWARD  
EJCDC® C-510, Notice of Award.

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and American Society of Civil Engineers. All rights reserved.



February 17<sup>th</sup>, 2025

Rusty Hike, Mayor and City Council  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

Subject: Olde Towne CIPP Rehabilitation Phase 1

Dear Mayor Hike and Council,

Bids were opened and read aloud for the above referenced project on February 13<sup>th</sup>, 2025, at 2:00 pm. The project included three bid alternates for cured-in-place pipe (CIPP) lining of the sanitary sewers in Olde Towne. The Base Bid – Alternate 1 included approximately 20,000 LF of CIPP rehabilitation, Alternate 2 included approximately 30,000 LF of CIPP rehabilitation, and Alternate 3 included approximately 40,000 LF of CIPP rehabilitation. The Engineer’s Opinion of Probable Cost for the Base Bid – Alternate 1 was \$1,015,064.00, for Alternate 2 was \$1,389,247.00, and for Alternate 3 was \$1,548,192.00

Four contractors ultimately submitted bids. A summary of the bids received is shown in the table below:

Bidder	Base Bid - Alternate 1	Alternate 2	Alternate 3
<b>Insituform Technologies</b> Chesterfield, MO	\$973,191.83	\$1,504,791.00	\$1,868,226.00
<b>Municipal Pipe Tool Company</b> Hudson, IA	\$850,492.00	\$1,268,801.00	\$1,575,564.00
<b>SAK Construction, LLC</b> O'Fallon, MO	\$822,795.50	\$1,237,911.00	\$1,544,836.00
<b>Visu-Sewer</b> Pewaukee, WI	\$1,115,505.00	\$1,638,690.00	\$2,038,864.50

The lowest bidder is SAK Construction, LLC. We have reviewed the unit prices submitted by SAK Construction, LLC and find them generally in line with expectations.

In addition to bids, qualifications were submitted by SAK Construction, LLC. Our evaluation of the personnel, equipment, and experience of SAK Construction, LLC indicates that they are capable of completing the work required. It is my recommendation to accept the bid from SAK Construction, LLC in the amount for which Owner determines funds are available, subject to the review and approval of the Owner’s legal counsel.

If you have any questions on this recommendation or would like to discuss further, please feel free to contact me at [kyliewilmes@embris.com](mailto:kyliewilmes@embris.com) or at 402-253-4950.

Sincerely,

Kylie Wilmes, PE  
Project Manager  
Attachments: Bid Tabulation

# AGREEMENT

This Agreement is by and between **City of Bellevue** (“Owner”) and **SAK Construction, LLC, 864 Hoff Road, O’Fallon, MO-63366** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Cured-in-place pipe lining of approximately 20,000 LF to 40,000 LF of 8-inch, 10-inch and 12-inch pipe.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Bellevue Olde Towne CIPP Rehabilitation Phase 1, Embris Project No. 23-021.02. BPW Project No. 230611**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **Embris Group, LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Embris Group, LLC.**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **December 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **January 31, 2026**.

4.03 **DELETED**

4.04 *Milestones*

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner ~~\$XXX.XX~~ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. **DELETED**

~~4.06 — *Special Damages*~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \${number}.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as indicated in the Bid Form:

<b>BASE BID – ALTERNATE 1</b>					
<b>LINE ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>BID UNIT PRICE</b>	<b>BID AMOUNT</b>
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$30,000.00	\$30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS		\$25,000.00
3	8-INCH MAIN SEWER CIPP LINING	17669	LF	\$32.50	\$574,242.50
4	10-INCH MAIN SEWER CIPP LINING	752	LF	\$38.00	\$28,576.00
5	12-INCH MAIN SEWER CIPP LINING	1504	LF	\$48.00	\$72,192.00
6	15-INCH MAIN SEWER CIPP LINING	41	LF	\$180.00	\$7,380.00
7	REMOVAL OF PROTRUDING TAPS	100	EA	\$315.00	\$31,500.00
8	SERVICE REINSTATEMENT	815	EA	\$10.00	\$8,150.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$6,315.00	\$12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$1,260.00	\$6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$5,265.00	\$10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT	5	LF	\$1,260.00	\$6,300.00

	REPAIR PAST 10-FOOT DEPTH (UNPAVED)				
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$5,265.00	\$5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$4,210.00	\$4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$52.00	\$520.00
TOTAL					\$822,795.50

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the ~~3<sup>rd</sup> Tuesday day~~ of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work

remain satisfactory to Owner and Engineer, there will be no additional retainage;  
and

- b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of [12] percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
  6. Drawings (not attached but incorporated by reference) consisting of **4** sheets with each sheet bearing the following general title: **City of Bellevue Olde Towne CIPP Rehabilitation Phase 1, Embris Project No. 23-021.02.**
  7. ~~Drawings listed on the attached sheet index.~~
  8. Addenda (numbers **01** to **02**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):

- a. **Contractor's Bid.**
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- B. If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the Award Date (which is the Effective Date of the Contract).

Owner:

City of Bellevue  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Rusty Hike  
*(typed or printed)*

Title: Mayor  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

1500 Wall Street  
Bellevue, NE 68005

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

SAK Construction, LLC  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**City of Bellevue  
Attn: Susan Kluthe, Clerk  
1500 Wall Street  
Bellevue, NE 68005**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;**
- ~~B. List of Proposed Subcontractors;~~
- ~~C. List of Proposed Suppliers;~~
- ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- F. Required Bidder Qualifications Statement with supporting data;**
- ~~G. [List other documents and edit above as pertinent].~~

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum and Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

**Base Bid - Alternate 1 – Approximately 20,000 LF of CIPP**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>BID UNIT PRICE</b>	<b>BID AMOUNT</b>
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	17,669	LF	\$ 32.50	\$ 574,242.50
4	10-INCH MAIN SEWER CIPP LINING	752	LF	\$ 38.00	\$ 28,576.00
5	12-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 48.00	\$ 72,192.00
6	15-INCH MAIN SEWER CIPP LINING	41	LF	\$ 180.00	\$ 7,380.00
7	REMOVAL OF PROTRUDING TAPS	100	EA	\$ 315.00	\$ 31,500.00
8	SERVICE REINSTATEMENT	815	EA	\$ 10.00	\$ 8,150.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
<b>TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR BASE BID ALTERNATE 1</b>					<b>\$ 822,795.50</b>

**Alternate 2 – Approximately 30,000 LF of CIPP**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	26,504	LF	\$ 32.50	\$ 861,380.00
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.00	\$ 57,152.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 48.00	\$ 144,384.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 180.00	\$ 14,760.00
7	REMOVAL OF PROTRUDING TAPS	150	EA	\$ 315.00	\$ 47,250.00
8	SERVICE REINSTATEMENT	1,223	EA	\$ 10.00	\$ 12,230.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
<b>TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR ALTERNATE 2</b>					<b>\$ 1,237,911.00</b>

**Alternate 3 – Approximately 40,000 LF of CIPP**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	35,338	LF	\$ 32.50	\$ 1,148,485.00
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.00	\$ 57,152.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 48.00	\$ 144,384.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 180.00	\$ 14,760.00
7	REMOVAL OF PROTRUDING TAPS	200	EA	\$ 315.00	\$ 63,000.00
8	SERVICE REINSTATEMENT	1,630	EA	\$ 10.00	\$ 16,300.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
<b>TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR ALTERNATE 3</b>					<b>\$ 1,544,836.00</b>

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 DELETED

3.03 DELETED

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

~~ARTICLE 5—PRICE PLUS TIME BID~~

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 DELETED

6.03 DELETED

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	01/31/25
2	02/11/25

## ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**8.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

SAK Construction, LLC

By:

*(Signature)*  
*(typed or printed name of organization)*  
*(individual's signature)*

Name: Jerome P. Shaw, Jr.

*(typed or printed)*

Title: President

*(typed or printed)*

Date: February 12, 2025

*(typed or printed)*

Limited Liability Company

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

*(Signature)*  
*(individual's signature)*

Name: Steve Stulce

*(typed or printed)*

Title: Assistant Secretary

*(typed or printed)*

Date: February 12, 2025

*(typed or printed)*

Address for giving notices:

864 Hoff Road  
O'Fallon, MO 63366

Bidder's Contact:

Name: Jerome P. Shaw, Jr.

*(typed or printed)*

Title: President

*(typed or printed)*

Phone: 636.385.1000

Email: bidcippc@sakon.com

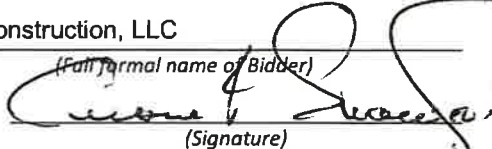
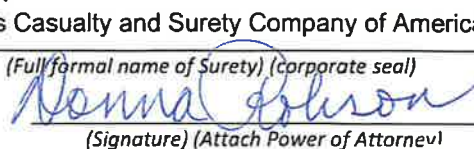


Address:

864 Hoff Road  
O'Fallon, MO 63366

Bidder's Contractor License No.: (if applicable) Registration # 37144-24 / Expires June 15, 2025



# BID SECURITY FORM

<b>Bidder</b> Name: SAK Construction, LLC Address (principal place of business): 864 Hoff Road O'Fallon, MO 63366	<b>Surety</b> Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
<b>Owner</b> Name: <b>City of Bellevue</b> Address (principal place of business): <b>1500 Wall Street</b> <b>Bellevue, NE 68005</b>	<b>Bid</b> Project (name and location): <b>City of Bellevue Olde Towne CIPP Rehabilitation Phase 1</b>  Bid Due Date: February 12, 2025
<b>Bond</b> Penal Sum: Five Percent (5%) Of The Amount Bid Date of Bond: February 12, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> SAK Construction, LLC _____ (Full formal name of Bidder)	<b>Surety</b> Travelers Casualty and Surety Company of America _____ (Full formal name of Surety) (Corporate seal)
By:  _____ (Signature)	By:  _____ (Signature) (Attach Power of Attorney)
Name: <u>Jerome P. Shaw, Jr.</u> _____ (Printed or typed)	Name: <u>Donna Robson</u> _____ (Printed or typed)
Title: <u>President</u> _____	Title: <u>Attorney-in-Fact</u> _____
Attest:  _____ (Signature)	Attest:  _____ (Signature)
Name: <u>Theresa H. Messer</u> _____ (Printed or typed)	Name: <u>Braden Askew</u> _____ (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



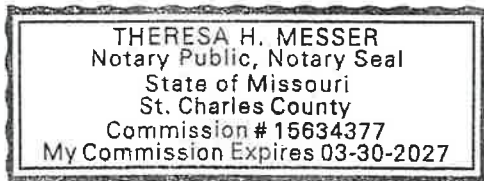
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

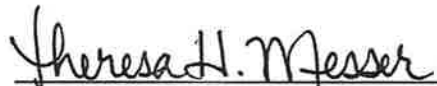
**ACKNOWLEDGEMENT FOR CONTRACTOR**

**ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY**

STATE OF Missouri }  
COUNTY OF St. Charles }

ON THE 12th DAY OF February, 2025, BEFORE ME  
PERSONALLY APPEARED Jerome P. Shaw, Jr. TO ME KNOWN AND  
KNOWN TO ME TO BE THE President OF SAK Construction, LLC,  
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE  
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
(S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED  
LIABILITY COMPANY.



  
Theresa H. Messer, Notary Public

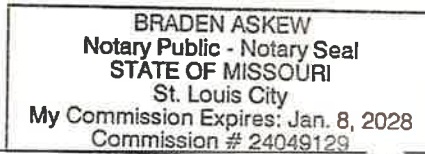
State of Missouri  
County of St. Louis

SS:

On **FEBRUARY 12 , 2025** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **DONNA ROBSON** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



*Braden Askew*

**BRADEN ASKEW**  
Notary Public



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna Robson** of **CHESTERFIELD Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **February**, 2025.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

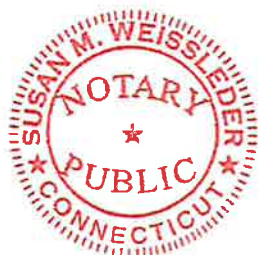
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 15TH DAY OF MARCH, 2024

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2027



# bid tab



**PROJECT:** Olde Towne CIPP Rehabilitation Phase 1  
**EMBRIS PROJECT #:** 23-021.02  
**LOCATION:** BELLEVUE, NE  
**LETTING:** 02.13.2025 2:00 PM CT  
**OPINION OF PROBABLE COST - BASE BID - ALTERNATE 1:** \$1,015,064.00  
**OPINION OF PROBABLE COST - ALTERNATE 2:** \$1,389,305.00  
**OPINION OF PROBABLE COST - ALTERNATE 3:** \$1,548,192.00

Bidder	Base Bid - Alternate 1	Alternate 2	Alternate 3
Insituform Technologies Chesterfield, MO	\$973,191.83	\$1,504,791.00	\$1,868,226.00
Municipal Pipe Tool Company Hudson, IA	\$850,492.00	\$1,268,801.00	\$1,575,564.00
SAK Construction, LLC O'Fallon, MO	\$822,795.50	\$1,237,911.00	\$1,544,836.00
Visu-Sewer Pewaukee, WI	\$1,115,505.00	\$1,638,690.00	\$2,038,864.50

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PROJECT: Olde Towne CIPP Rehabilitation Phase 1  
 EMBRIS PROJECT #: 23-021.02  
 LOCATION: BELLEVUE, NE  
 LETTING: 02.13,2025 2:00 PM CT

BASE BID - ALTERNATE 1

LINE ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Insituform Technologies		Municipal Pipe Tool Co		SAK Pipeline		Visu-Sewer LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 36,666.67	\$ 36,666.67	\$ 17,375.00	\$ 17,375.00	\$ 30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	17,669	LF	\$ 32.92	\$ 581,663.48	\$ 32.00	\$ 565,408.00	\$ 32.50	\$ 574,242.50	\$ 37.00	\$ 653,753.00
4	10-INCH MAIN SEWER CIPP LINING	752	LF	\$ 34.85	\$ 26,207.20	\$ 40.00	\$ 30,080.00	\$ 38.00	\$ 28,576.00	\$ 50.00	\$ 37,600.00
5	12-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 39.07	\$ 58,761.28	\$ 46.00	\$ 69,184.00	\$ 48.00	\$ 72,192.00	\$ 55.50	\$ 83,472.00
6	15-INCH MAIN SEWER CIPP LINING	41	LF	\$ 179.18	\$ 7,346.38	\$ 225.00	\$ 9,225.00	\$ 180.00	\$ 7,380.00	\$ 280.00	\$ 11,480.00
7	REMOVAL OF PROTRUDING TAPS	100	EA	\$ 461.11	\$ 46,111.00	\$ 158.00	\$ 15,800.00	\$ 315.00	\$ 31,500.00	\$ 250.00	\$ 25,000.00
8	SERVICE REINSTATEMENT	815	EA	\$ 29.71	\$ 24,213.65	\$ 25.00	\$ 20,375.00	\$ 10.00	\$ 8,150.00	\$ 75.00	\$ 61,125.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 11,111.11	\$ 22,222.22	\$ 13,125.00	\$ 26,250.00	\$ 6,315.00	\$ 12,630.00	\$ 30,700.00	\$ 61,400.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 4,444.44	\$ 22,222.20	\$ 8,925.00	\$ 44,625.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 8,888.89	\$ 17,777.78	\$ 1,260.00	\$ 2,520.00	\$ 5,265.00	\$ 10,530.00	\$ 26,000.00	\$ 52,000.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 3,333.33	\$ 16,666.65	\$ 1,050.00	\$ 5,250.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 11,025.00	\$ 11,025.00	\$ 5,265.00	\$ 5,265.00	\$ 29,200.00	\$ 29,200.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 12,222.22	\$ 12,222.22	\$ 7,875.00	\$ 7,875.00	\$ 4,210.00	\$ 4,210.00	\$ 20,200.00	\$ 20,200.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 6,111.11	\$ 61,111.10	\$ 50.00	\$ 500.00	\$ 52.00	\$ 520.00	\$ 27.50	\$ 275.00
<b>TOTAL</b>					\$ 973,191.83		\$ 850,492.00		\$ 822,795.50		\$ 1,115,505.00

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PROJECT: Olde Towne CIPP Rehabilitation Phase 1  
 EMBRIS PROJECT #: 23-021.02  
 LOCATION: BELLEVUE, NE  
 LETTING: 02.13.2025 2:00 PM CT

ALTERNATE 2

LINE ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Insituform Technologies		Municipal Pipe Tool Co		SAK Pipeline		Visu-Sewer LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 26,375.00	\$ 26,375.00	\$ 30,000.00	\$ 30,000.00	\$ 42,500.00	\$ 42,500.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	26,504	LF	\$ 35.00	\$ 927,640.00	\$ 32.00	\$ 848,128.00	\$ 32.50	\$ 861,380.00	\$ 37.25	\$ 987,274.00
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.50	\$ 57,904.00	\$ 40.00	\$ 60,160.00	\$ 38.00	\$ 57,152.00	\$ 50.00	\$ 75,200.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 42.50	\$ 127,840.00	\$ 46.00	\$ 138,368.00	\$ 48.00	\$ 144,384.00	\$ 57.00	\$ 171,456.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 186.00	\$ 15,252.00	\$ 225.00	\$ 18,450.00	\$ 180.00	\$ 14,760.00	\$ 280.00	\$ 22,960.00
7	REMOVAL OF PROTRUDING TAPS	150	EA	\$ 500.00	\$ 75,000.00	\$ 158.00	\$ 23,700.00	\$ 315.00	\$ 47,250.00	\$ 250.00	\$ 37,500.00
8	SERVICE REINSTATEMENT	1,223	EA	\$ 35.00	\$ 42,805.00	\$ 25.00	\$ 30,575.00	\$ 10.00	\$ 12,230.00	\$ 75.00	\$ 91,725.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 12,750.00	\$ 25,500.00	\$ 13,125.00	\$ 26,250.00	\$ 6,315.00	\$ 12,630.00	\$ 30,700.00	\$ 61,400.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 4,800.00	\$ 24,000.00	\$ 8,925.00	\$ 44,625.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 9,300.00	\$ 18,600.00	\$ 1,260.00	\$ 2,520.00	\$ 5,265.00	\$ 10,530.00	\$ 26,000.00	\$ 52,000.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 3,750.00	\$ 18,750.00	\$ 1,050.00	\$ 5,250.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 11,025.00	\$ 11,025.00	\$ 5,265.00	\$ 5,265.00	\$ 29,200.00	\$ 29,200.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 7,875.00	\$ 7,875.00	\$ 4,210.00	\$ 4,210.00	\$ 20,200.00	\$ 20,200.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 6,400.00	\$ 64,000.00	\$ 50.00	\$ 500.00	\$ 52.00	\$ 520.00	\$ 27.50	\$ 275.00
<b>TOTAL</b>					<b>\$ 1,504,791.00</b>		<b>\$ 1,268,801.00</b>		<b>\$ 1,237,911.00</b>		<b>\$ 1,638,690.00</b>

tab sheet



PROJECT: Olde Towne CIPP Rehabilitation Phase 1  
 EMBRIS PROJECT #: 23-021.02  
 LOCATION: BELLEVUE, NE  
 LETTING: 02.13.2025 2:00 PM CT

ALTERNATE 3

LINE ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Insituform Technologies		Municipal Pipe Tool Co		SAK Pipeline		Visu-Sewer LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 32,375.00	\$ 32,375.00	\$ 30,000.00	\$ 30,000.00	\$ 51,000.00	\$ 51,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	35,338	LF	\$ 35.00	\$ 1,236,830.00	\$ 32.00	\$ 1,130,816.00	\$ 32.50	\$ 1,148,485.00	\$ 37.75	\$ 1,334,009.50
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.50	\$ 57,904.00	\$ 40.00	\$ 60,160.00	\$ 38.00	\$ 57,152.00	\$ 50.00	\$ 75,200.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 42.50	\$ 127,840.00	\$ 46.00	\$ 138,368.00	\$ 48.00	\$ 144,384.00	\$ 57.50	\$ 172,960.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 186.00	\$ 15,252.00	\$ 225.00	\$ 18,450.00	\$ 180.00	\$ 14,760.00	\$ 285.00	\$ 23,370.00
7	REMOVAL OF PROTRUDING TAPS	200	EA	\$ 500.00	\$ 100,000.00	\$ 158.00	\$ 31,600.00	\$ 315.00	\$ 63,000.00	\$ 250.00	\$ 50,000.00
8	SERVICE REINSTATEMENT	1,630	EA	\$ 35.00	\$ 57,050.00	\$ 25.00	\$ 40,750.00	\$ 10.00	\$ 16,300.00	\$ 75.00	\$ 122,250.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 12,750.00	\$ 25,500.00	\$ 13,125.00	\$ 26,250.00	\$ 6,315.00	\$ 12,630.00	\$ 30,700.00	\$ 61,400.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 4,800.00	\$ 24,000.00	\$ 8,925.00	\$ 44,625.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 9,300.00	\$ 18,600.00	\$ 1,260.00	\$ 2,520.00	\$ 5,265.00	\$ 10,530.00	\$ 26,000.00	\$ 52,000.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 3,750.00	\$ 18,750.00	\$ 1,050.00	\$ 5,250.00	\$ 1,260.00	\$ 6,300.00	\$ 2,200.00	\$ 11,000.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 11,025.00	\$ 11,025.00	\$ 5,265.00	\$ 5,265.00	\$ 29,200.00	\$ 29,200.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 7,875.00	\$ 7,875.00	\$ 4,210.00	\$ 4,210.00	\$ 20,200.00	\$ 20,200.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 6,400.00	\$ 64,000.00	\$ 50.00	\$ 500.00	\$ 52.00	\$ 520.00	\$ 27.50	\$ 275.00
<b>TOTAL</b>					<b>\$ 1,868,226.00</b>		<b>\$ 1,575,564.00</b>		<b>\$ 1,544,836.00</b>		<b>\$ 2,038,864.50</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
03/04/25

COUNCIL MEETING DATE: <b>March 4, 2025</b>		SUBMITTED BY: <b>David Goedecken-Public Works Director</b>	
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 Work Order #3 for Professional Services for the City of Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

Olsson will provide Scope of Services for the City of Bellevue Entertainment District project location at NW Corner of HWY 75 and Hidden Valley Road to include Master Planning; Geotech Report; Grading & Surcharge Design; Infrastructure Design; SWWPP Inspections; Northern Natural Gas, Relocation of existing gas main.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Master Agreement Work Order #3 between the City of Bellevue and Olsson fr the City of Bellevue Entertainment not to exceed the amount of \$93,550.00 which is a total of \$691,090.00 (Work Order #1, #2 and #3)

ATTACHMENTS:

1. <input type="text" value="Work Order #3"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## MASTER AGREEMENT WORK ORDER #3

This exhibit dated February 20, 2025 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 15, 2024 between the City of Bellevue ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project Name: City of Bellevue Entertainment District

Project Location: NW Corner of Hwy 75 and Hidden Valley Road

### SCOPE OF SERVICES

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

#### MASTER ENGINEERING STUDY

##### Infrastructure & Grading Cost Estimate

Work is no longer needed for the project and shall be deducted from the contract.

##### Desktop Geotechnical Review

Work is no longer needed for the project and shall be deducted from the contract.

#### MASTER PLANNING

##### Marketing Materials

Prepare the following marketing materials for Client's use in promoting the development:

- Promotional Booklet
  - Twelve (12) page booklet to include development information and graphics.
  - Existing graphics will be utilized from the Bellevue Entertainment District Master Plan, the Bellevue Bay Water Park rendering and project logo, the NC3 Master Plan, and the Bellevue Sports Complex Comp Plan graphic.
  - New graphics will be created for the 400-mile radius map, vicinity map, surrounding development map, and supporting imagery for the entertainment district theme.
  - Development information to be provided by Client.
  - Printing and shipping of 50 booklets to Client.
- Promotional Cut Sheet
  - Single page Cut Sheet with material selected from the Promotional Booklet.

- Printing and shipping of 100 Cut Sheets to Client.
- Visioning Boards
  - Two full-size (30"x42") visioning boards mounted on poster boards.
    - Board #1 showing the Entertainment District Master Plan and imagery.
    - Board #2 showing the vicinity map and surrounding attractions.
  - Printing and shipping of 4 Visioning Boards to Client (2 copies of each board).

## PHASE 1 DUE DILIGENCE

### **ALTA/ACSM Survey**

Fee reduction to account for previous survey documents provided by Client.

### **Geotech Report**

Fee increase to account for increase in limits of Phase 1 Infrastructure, requiring additional borings and testing.

- See Exhibit A for original and revised limits of Phase 1 Infrastructure.
- See Exhibit B for revised boring locations map.

## PHASE 1 ENTITLEMENTS

### **NDOT 10<sup>th</sup> Street ROW Acquisition**

Coordinate with Client and NDOT for Client acquisition of 10<sup>th</sup> Street ROW from NDOT. Scope of work is anticipated to include the following:

- Preparation of exhibits and documents to facilitate the acquisition.
- General coordination and facilitation of meetings.

*Note: Fees listed for this phase are an estimate only. Work shall be performed on a time & materials basis. Any work required beyond the estimated fees shall be paid at the current billing rate and as agreed upon by the Client.*

### **Northern Natural Gas (NNG) Gas Main Relocation and Easement**

Coordinate with Client and NNG for the relocation of the existing gas main within the project area, the release of the existing blanket easement over the property, and the dedication of a new gas main easement to NNG. Scope of work is anticipated to include the following:

- Preparation of exhibits and documents to facilitate the relocation and easement.
- Profiles of existing and proposed gas main elevations.
- Legal description for proposed gas main easement.
- General coordination and facilitation of meetings.

*Note: Fees listed for this phase are an estimate only. Work shall be performed on a time & materials basis. Any work required beyond the estimated fees shall be paid at the current billing rate and as agreed upon by the Client.*

## PHASE 1 DESIGN

### **Mass Grading & Surcharge Design**

Fee increase to account for additional set of construction documents for the Surcharge Grading Bid Package. Original scope of work anticipated one set of construction documents only.

### **Subdivision Infrastructure Design**

Fee increase to account for increase in limits of Phase 1 Infrastructure, requiring additional design and plan sheet production.

- See Exhibit A for original and revised limits of Phase 1 Infrastructure.

## PHASE 1 CONSTRUCTION SERVICES

### **SWPPP INSPECTIONS**

Olsson will provide qualified personnel to inspect the Project for compliance with the General NPDES Permit Number NER210000. The inspections will encompass Project areas that have been cleared, graded, or excavated and those areas that have not yet reached complete stabilization; stormwater controls (including pollution prevention measures) installed at the Project site to comply with the permit; material, waste, borrow, and equipment storage and maintenance areas that are covered by the permit; areas where stormwater typically flows within the Project site, including drainage ways designed to divert, convey, and/or treat stormwater; points of discharge from the site, unless considered unsafe or inaccessible; and locations where stabilization measures have been implemented. The inspector will base recommendations in the inspection reports on the approved erosion and sediment control plans and site specific SWPPP. At no time will the Olsson designated inspector supervise, direct or have control over any contractor's work during the installation, maintenance or removal of any BMP on the project site nor will Olsson coordinate BMP installation, maintenance or removal work with contractors or any other work on the project.

After the inspections are performed, the Olsson inspector will attempt to review any significant or urgent deficiencies to the designated Project representative prior to leaving the site. When a designated Project representative is not available, Olsson will attempt to contact them by phone to communicate any critical deficient findings. The inspector will also provide a digital copy of the inspection report via e-mail in a timely manner (typically within 24-hours of the inspection) to those designated by Client to receive the report. The inspection report will denote the condition and effectiveness of BMP controls and pollution prevention practices. The report will note structural BMPs or pollution prevention practices that are not operating in an effective manner, and/or that need to be installed, implemented or modified based on the erosion and sediment control plan. The report will also document the presence of any discharges at the time of inspection. Olsson's inspector will also track Project progress on a digital or hardcopy site map denoting BMP installation and removal, on-site modifications to the erosion and sediment control plan that may be required, and locations of potential pollutants.

As required by the General NPDES Permit Number NER210000, the inspections will occur at a frequency of at least once every seven (7) calendar days.

### Assumptions

- Client will notify Olsson of any safety concerns on the project site before the Olsson inspector enters the property.
- Olsson assumes a Project duration of 24 months with construction being initiated in March 2025. Should the project exceed the anticipated duration Olsson will submit a new scope and fee for client approval.
- Olsson assumes the Project size is approximately 65 acres.
- There will not be significant changes to the Project size, boundaries or inspection frequency that would require a heightened level of effort than what is documented herein.
- Changes in the location or boundaries of the Project that are made after the scope of services is commenced will be reviewed by Olsson; if additional work/analyses are required, Olsson will discuss budget and schedule implications, and path forward, with Client; Olsson will not conduct additional work scope without written authorization from Client.

### Exclusions

- This scope of services excludes coordination with regulatory agencies and the presence of Olsson's inspector during a regulatory site inspection. Olsson's presence at such meetings outside of the regularly scheduled routine inspection will be charged on a time and expense basis based on the rate sheet attached.
- Under this agreement, the Olsson inspector will verify that BMPs are installed per the erosion and sediment control plan and BMP specifications but will not guarantee or certify any BMP installation, maintenance or removal work done by others nor will Olsson have responsibility for means, methods, sequences, procedures or techniques of construction employed by the client and/or their designated contractor.
- Olsson is not responsible for lack of action by the Client or their designated contractor to correct items identified on inspection reports or those corrective actions communicated via email or text. Any fines levied due to said lack of action or negligence by the contractor are the sole responsibility of the permittee.

### Closing

Our Project Team understands the importance of conducting thorough stormwater compliance inspections and providing timely reporting to keep the project in compliance with the General NPDES Permit Number NER210000. Safety is a top priority at Olsson and Olsson staff will adhere to general and site-specific safety requirements for this Project.

### **EXCLUSIONS**

The following services are **not** included in this proposal but can be provided as an additional service:

- Streetscape, Street lighting, Landscape, or Irrigation design.
- Detention pond design.
- Traffic signal design.
- Field and Construction Services including Construction Staking, Testing, Observation.
- Permit Fees and project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

## COMPENSATION

Phase	Task Description	Work Order #1	Work Order #2	Work Order #3	Total Contract Amount	Fee Type
<b>PROJECT MANAGEMENT &amp; COORDINATION</b>						
101	Project Management	\$ 30,000.00	\$ 22,500.00	\$ -	\$ 52,500.00	TM <sup>(2)</sup>
102	Third Party Coordination & Meetngs	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	TM <sup>(2)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 55,000.00</b>	<b>\$ 22,500.00</b>	<b>\$ -</b>	<b>\$ 77,500.00</b>	
<b>MASTER ENGINEERING STUDY</b>						
201	Conceptual Infrastructure Plan	\$ 10,500.00	\$ -	\$ -	\$ 10,500.00	LS
202	Conceptual Grading Plan	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	LS
203	Revised Conceptual Infrastructure Plan	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00	LS
204	Revised Conceptual Grading Plan	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	LS
205	Infrastructure & Grading Cost Estimate	\$ 4,000.00	\$ -	\$ (4,000.00)	\$ -	LS
206	Stormwater Management Analysis, Design and Drainage Report	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	LS
207	Desktop Environmental Review	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	LS
208	Desktop Geotechnical Review	\$ 4,500.00	\$ -	\$ (4,500.00)	\$ -	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 97,500.00</b>	<b>\$ -</b>	<b>\$ (8,500.00)</b>	<b>\$ 89,000.00</b>	
<b>MASTER PLANNING</b>						
301	Project Kickoff / Research	\$ 13,750.00	\$ -	\$ -	\$ 13,750.00	LS
302	Conceptual Site Plan / Design Charrette	\$ 26,250.00	\$ -	\$ -	\$ 26,250.00	LS
303	Site Plan	\$ 16,250.00	\$ -	\$ -	\$ 16,250.00	LS
304	Marketing Materials	\$ -	\$ -	\$ 9,500.00	\$ 9,500.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 56,250.00</b>	<b>\$ -</b>	<b>\$ 9,500.00</b>	<b>\$ 65,750.00</b>	
<b>PHASE 1 DUE DILIGENCE</b>						
401	Topographic Survey	\$ 30,300.00	\$ -	\$ -	\$ 30,300.00	LS
402	ALTA/ACSM Survey	\$ 18,600.00	\$ -	\$ (4,500.00)	\$ 14,100.00	LS
403	Phase 1 Environmental Site Assessment	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00	LS
404	Wetland Delineation	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00	LS
405	Traffic Impact Study	\$ -	\$ 49,640.00	\$ -	\$ 49,640.00	LS
406	Geotech Report	\$ -	\$ 9,850.00	\$ 3,150.00	\$ 13,000.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 60,800.00</b>	<b>\$ 59,490.00</b>	<b>\$ (1,350.00)</b>	<b>\$ 118,940.00</b>	
<b>PHASE 1 ENTITLEMENTS</b>						
501	Preliminary Plat	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	LS
502	Final Plat & Rezoning	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00	LS
503	Mixed Use Development Agreement	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00	LS
504	Right-of-Way Dedication/Vacation	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	TM <sup>(2)</sup>
505	Post Construction Stormwater Management Plan (PCSMP)	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	LS
506	NDOT ROW Grading Permit	\$ -	\$ 11,250.00	\$ -	\$ 11,250.00	LS
507	On-Site Construction Permitting	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	LS
508	NDOT ROW Acquisition	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	TM <sup>(2)</sup>
509	NNG Gas Main Relocation & Easement	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	TM <sup>(2)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 62,000.00</b>	<b>\$ 16,250.00</b>	<b>\$ 15,000.00</b>	<b>\$ 93,250.00</b>	
<b>PHASE 1 DESIGN</b>						
601	Hotel Site Conceptual Design	\$ -	\$ 9,500.00	\$ -	\$ 9,500.00	TM <sup>(2)</sup>
602	Mass Grading & Surcharge Design	\$ -	\$ 19,250.00	\$ 3,500.00	\$ 22,750.00	LS
603	SWPPP Package	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	LS
604	Subdivision Infrastructure Design	\$ -	\$ 116,500.00	\$ 46,600.00	\$ 163,100.00	LS
605	Hidden Valley Drive Deceleration Lane Design	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ -</b>	<b>\$ 167,750.00</b>	<b>\$ 50,100.00</b>	<b>\$ 217,850.00</b>	
<b>PHASE 1 CONSTRUCTION SERVICES</b>						
701	SWPPP Inspections	\$ -	\$ -	\$ 28,800.00	\$ 28,800.00	Monthly <sup>(3)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,800.00</b>	<b>\$ 28,800.00</b>	
<b>TOTAL CONTRACT <sup>(1)</sup></b>		<b>\$ 331,550.00</b>	<b>\$ 265,990.00</b>	<b>\$ 93,550.00</b>	<b>\$ 691,090.00</b>	

(1) All fees listed above do not include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.

(2) Anticipated total project fee for hourly phases of proposal. Final compensation may vary depending on amount of actual work requested for hourly tasks.

(3) Anticipated total project fee for monthly phases of proposal, at a rate of \$1,200/month for 24 months.

**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be: Dave Goedeken

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508.

**OLSSON, INC.**

By   
\_\_\_\_\_  
Brian Schuele, Project Manager

By   
\_\_\_\_\_  
Chris Rolling, Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF BELLEVUE**

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

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

Title \_\_\_\_\_

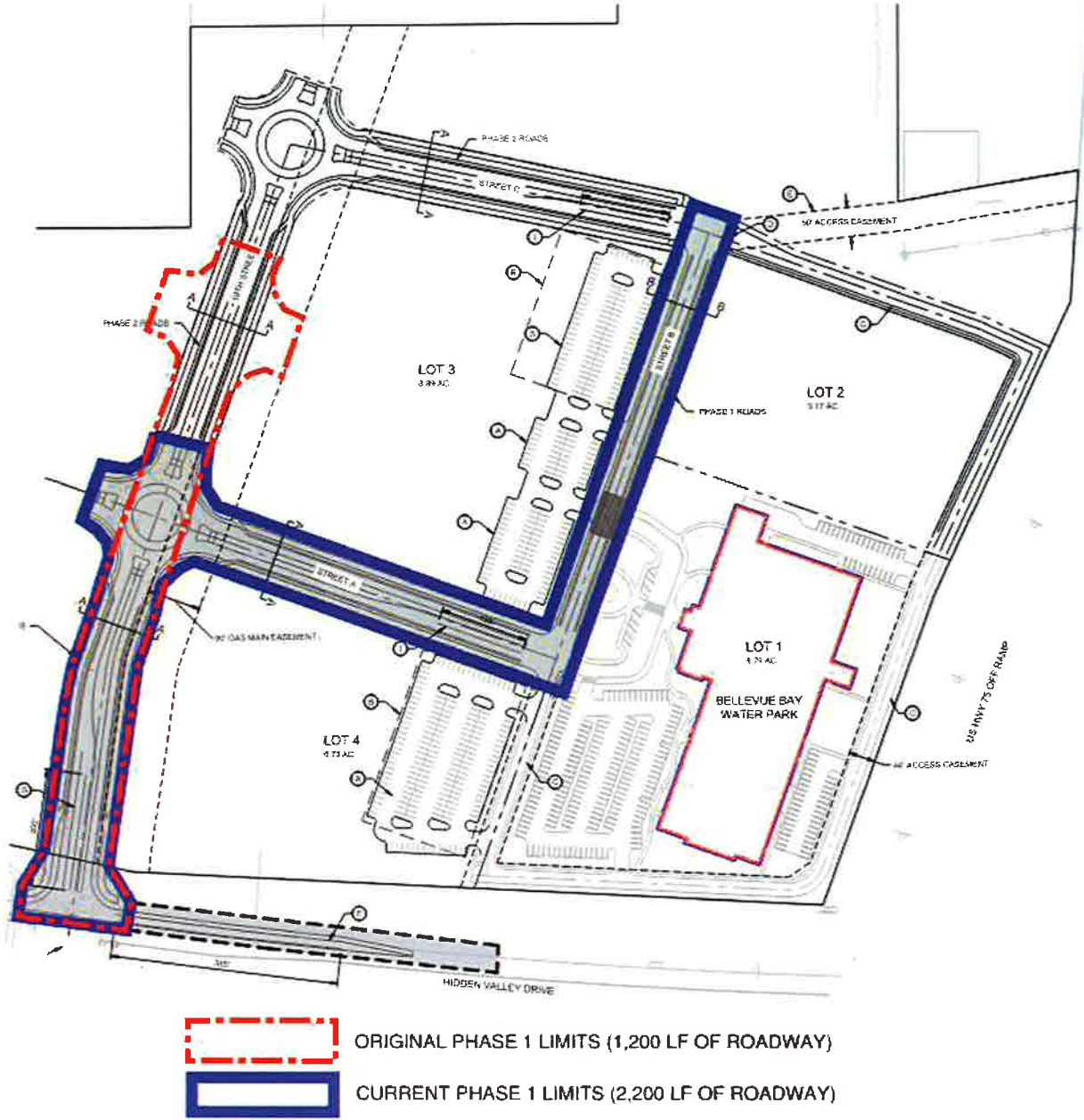
Dated: \_\_\_\_\_

Attachments

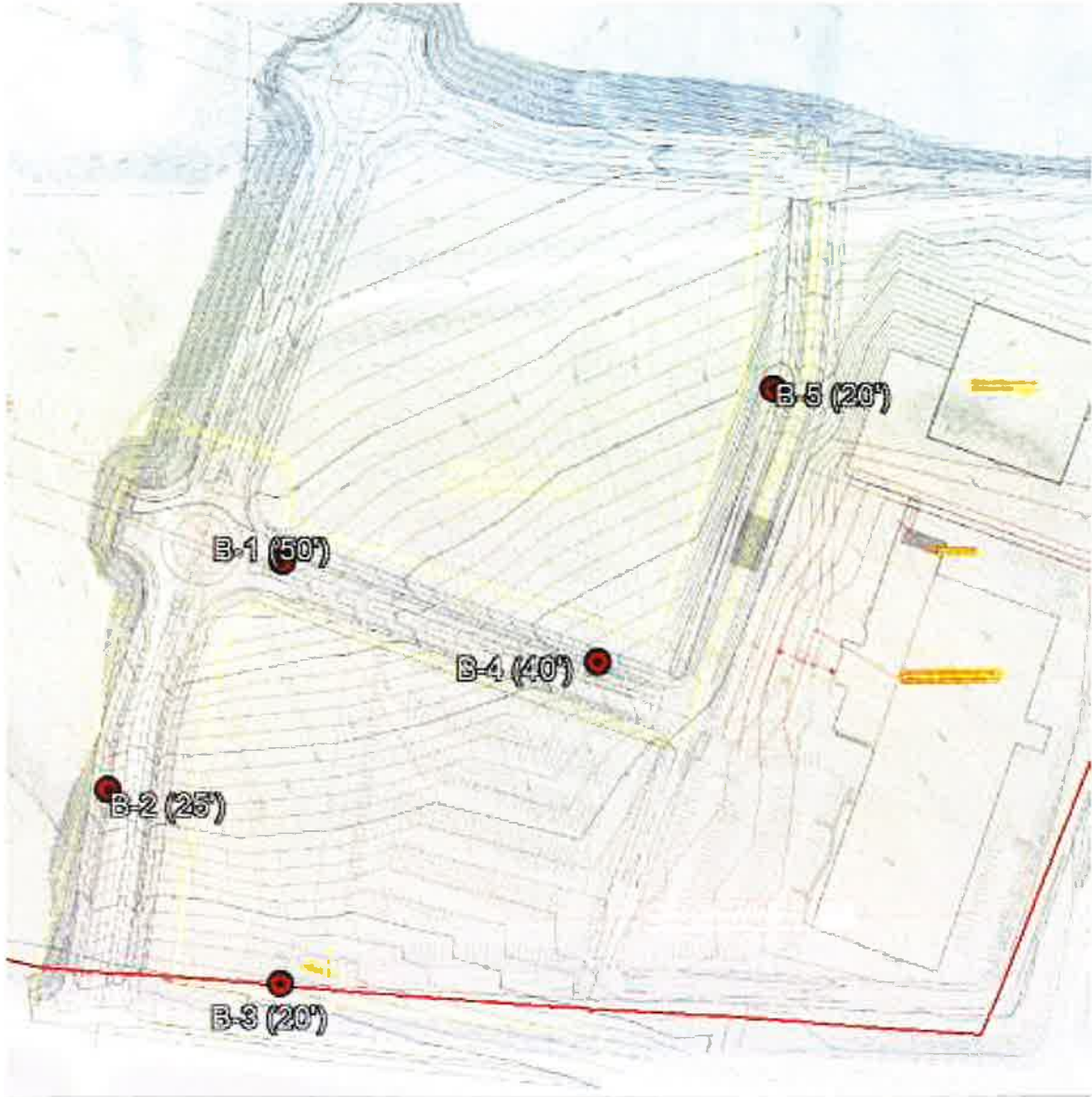
Exhibit A – Phase 1 Infrastructure Limits

Exhibit B – Geotechnical Boring Exhibit

# EXHIBIT A – PHASE 1 INFRASTRUCTURE LIMITS



**EXHIBIT B – GEOTECHNICAL BORING EXHIBIT**



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16j.  
03/04/25

COUNCIL MEETING DATE: March 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:**

BPW 240124 - M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

**SYNOPSIS/BACKGROUND:**

The City of Bellevue received a grant from the Nebraska Environmental Trust (NET Reference No. 25-127) in the amount of \$300,000 for the Whitted Creek Rehabilitation project. The grant funds will be used to off-set construction costs. PW is requesting the approval by City Council and Mayor of the grant and the execution by PW staff. Attached is a Grant Contract Summary by Jacobs Engineering.

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:**

PW request for recommendation by the City Council and Mayor for approval of the grant in the amount of \$300,000 and the execution of the grant by PW staff.

**ATTACHMENTS:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="NET Grant Contract 25-127"/>       | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text" value="Grant Contract Summary (Jacobs)"/> | 5. <input type="text"/> | 6. <input type="text"/> |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

The following provides a summary of important details from the NET Grant Contract for Whitted Creek Rehabilitation (NET 25-127).

- Total award = \$300,000 (\$100,000 Year 1, \$200,000 Year 2)
- Beginning Date = date NET signs the agreement, likely April 11.
- End Date = 6/30/2028
- Reimbursements
  - Grant payments are processed via ACH through the State of Nebraska Accounting.
  - All costs submitted to this grant need to be contractual, based on the budget submitted in the grant application.
    - For contractual costs > \$20,000, you must obtain 3 bids, if more than one vendor is available.
    - Specifications shall be drawn such that it will be possible for three or more manufacturers, vendors, or suppliers to submit competitive bids.
    - The Sponsor must accept the lowest reasonable bid when products are substantially equivalent. If Sponsor provides adequate justification, as determined by the NET, why the lowest bid is unacceptable, the NET may approve the selection of a higher bid.
  - Required documentation for reimbursement from NET:
    - Copy of detailed invoice, including name and address of vendor and an itemized list of services/goods with costs and date of service delivery. The Project representative or Sponsor needs to sign the invoice.
    - Image of the cancelled check or proof of payment
    - For contractual service greater than \$20,000, provide the names of the bidders.
  - Reimbursements must be submitted within 180 days of payment. All reimbursements must be submitted to NET within 90 days of the Project End Date (6/30/28).
- Reporting
  - Reports will include a narrative of all project activities, participants, outcomes, variances, and deviations from the Project application or schedule. The reporting requirements are below:

Whitted Creek Rehabilitation – City of Bellevue  
 Nebraska Environmental Trust Grant Contract Analysis

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<b>PROJECT PERIOD</b>	<b>REPORT DUE DATE</b>
From Inception through September 30, 2025	<b>OCTOBER 31, 2025</b>
October 1 - December 31, 2025	<b>JANUARY 31, 2026</b>
January 1 - March 31, 2026	<b>APRIL 30, 2026</b>
April 1 - June 30, 2026	<b>JULY 30, 2026</b>
<b>ANNUAL REPORT – From Inception Through June 30, 2026</b>	<b>JULY 30, 2026</b>
July 1 - September 30, 2026	<b>OCTOBER 31, 2026</b>
October 1 - December 31, 2026	<b>JANUARY 31, 2027</b>
January 1 - March 31, 2027	<b>APRIL 30, 2027</b>
April 1 - June 30, 2027	<b>JULY 30, 2027</b>
<b>ANNUAL REPORT – July 1, 2026 through June 30, 2027</b>	<b>JULY 30, 2027</b>
July 1 - September 30, 2027	<b>OCTOBER 31, 2027</b>
October 1 - December 31, 2027	<b>JANUARY 31, 2028</b>
January 1 - March 31, 2028	<b>APRIL 30, 2028</b>
April 1 - June 30, 2028	<b>JULY 30, 2028</b>
<b>FINAL REPORT- From Inception Through June 30, 2028</b>	<b>JULY 30, 2028</b>

**NEBRASKA ENVIRONMENTAL TRUST GRANT CONTRACT**

**Between the**

**Nebraska Environmental Trust**

**and**

**City of Bellevue - Public Works Department**

**Regarding the implementation of a grant proposal**

**Whitted Creek Rehabilitation**

**NET Reference Number: 25-127**

THIS GRANT AGREEMENT is made and entered into by and between the Nebraska Environmental Trust (NET) and **City of Bellevue - Public Works Department** (Sponsor) in accordance with Neb. Rev. Stat. Sec. 85-15,168 et. seq. the Nebraska Environmental Trust Act;

WHEREAS, the Sponsor applied to the NET for grant funds to facilitate completion of **Whitted Creek Rehabilitation (25-127)** (the Project), pursuant to the Nebraska Environmental Trust Act, and

WHEREAS, following evaluation of the application and any attachments, the Nebraska Environmental Trust Board approved a grant of up to **\$300,000** the Sponsor, subject to available funds and appropriations.

WHEREAS, the Sponsor agrees to comply with all provisions of the Nebraska Environmental Trust Act, Neb. Rev. Stat. Section 85-15,168 et. seq., Nebraska Administrative Code Title 137, Rules and Regulations Governing Activities of the Nebraska Environmental Trust (Title 137), pertinent provisions of the Adopted Policies of the Nebraska Environmental Trust and the terms of this Agreement, and

WHEREAS, Sponsor intends to use the funds as set out in this Agreement;

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

**I. TERM OF THE AGREEMENT**

This Agreement will begin on the date it is executed by NET and will remain in effect until all identified tasks are completed for this Project unless terminated under this Agreement, but will not remain in effect past **6/30/2028** (Project End Date). The Grant Period shall be the time between the execution of this Agreement by the NET and the Project End Date. No funds will be released until the start of the Grant Period, and all prerequisites of the NET Letter of Approval have been satisfied. All required activities and services, except for submission of final reports, administration, and audit, must be completed by or before the Project End Date. The provisions of this Agreement that survive the Project End Date include items that have a greater longevity (i.e. depreciation of personal property, easements, final report).

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NET and made subject to reasonable terms and conditions as the NET may impose.

## II. AMOUNT OF GRANT AND BUDGET OUTLINE

The Sponsor will be awarded up to **\$300,000** (Project Costs) to accomplish the Project.

1. BUDGET OUTLINE AND DISBURSEMENT SCHEDULE. The final budget outline and disbursement schedule, whether it was submitted with the application or revised at the request of the NET is made part of this Agreement. The Sponsor is required to stay within the submitted budget categories. Any changes to the limit of a budget category requires a contract amendment. NET will not reimburse Sponsor for any expenditures that occur prior to the Grant Period.

If the project was a multi-year application, the NET Board approved funds for additional years. Each year of funding is subject to the prior year's project performance and milestone completion. Rollover funds from one year to the next will be evaluated based on grant performance and are not guaranteed.

- a. GENERAL ADMINISTRATIVE EXPENSES. The NET limits the amount of General Administrative Expense for a grant. Costs that are administrative in nature but are in direct support of a project activity should be charged to the project activity and not to General Administration. General Administration costs relate to administration of the grant and project file. General Administration Expenses shall mean those expenses related to overall administration, including (but not limited to) salaries, wages, employer's share of social security and Medicare taxes, workers' compensation, unemployment insurance, and employer-provided health, dental, or vision insurance premiums of Sponsor staff or others engaged in grant management, implementation, monitoring, and evaluation. General Administration Expenses shall not exceed 5% of Project Costs or \$10,000, whichever is less.

The following limits apply to reimbursements for General Administrative Expenses: wages, per employee, shall be limited to a 40-hour work week; the employer's share of social security taxes and Medicare taxes on wages shall be limited to 7.65% of gross wages; the employer's share of employer-provided health, dental, or vision insurance premiums, which shall not exceed the actual cost or up to \$5.00 per hour in total, whichever is less.

- b. REQUIRED DOCUMENTATION.
  - 1) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked, date and location. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of social security and Medicare taxes or other proof of taxes paid.
  - 2) Supply and Operating Expenses: submit a copy of the detailed invoice or receipt.
  - 3) Travel Expense: submit a copy of the detailed, itemized receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement

of business miles with date, starting and ending location, miles traveled and purpose for the travel.

- 4) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check or proof of payment acceptable to NET.
  - 5) Personal Property Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check or proof of payment acceptable to NET.
  - 6) Matching Cash: submit a detailed list of expenses and calculations used for cash match.
  - 7) Telephone: submit a copy of the detailed bill; landline telephone, cell phone services, and internet are reimbursable only if the service contract is billed to the Sponsor.
2. MATCHING FUNDS. Matching funds, as identified in the application, shall be proportionally injected into the Project as NET funded activities are drawn down. Matching funds are cash match. The NET may waive this requirement for some or all of the Project upon a written request by the Sponsor.
3. NON-REIMBURSABLE PERSONNEL EXPENSES. The following personnel expenses will not be reimbursed with grant funds: Actual wages in excess of a 40-hour work week; health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week.

Non-reimbursable personnel costs that cannot be used as match: life insurance costs; retirement account contributions; tuition or higher education paid as an employee benefit; a payout for unused sick or vacation leave; indirect costs as a percentage of gross wages; any bonuses.

If Sponsor uses indirect costs as a cash match to the grant, the NET will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

4. IN-KIND CONTRIBUTIONS. Not allowed.
5. FEDERAL RATE REIMBURSEMENT. Same-day meals and lodging expenses are not permitted for reimbursement. Travel must be at least two days (overnight) and the destination at least 60 miles from the workplace to be eligible for reimbursement. Reimbursement for meals and lodging for overnight travel will be reimbursed at the actual cost of said expenses except that this reimbursement shall be capped at the Federal rate per meal for food and per day for lodging. Alcohol reimbursement is prohibited.

Mileage may be reimbursed for both same-day and overnight travel at the current standard IRS mileage rate. Travel logs are required, which include the following information: starting point and destination, number of miles driven, and purpose of the trip.

Automobile rentals, airfares, and taxi/shuttle transportation will be reimbursed at the actual reasonable cost. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation.

6. **REIMBURSEMENT REQUEST FORMS.** To request payment of allowable expenses, the Sponsor must submit a request for payment in the manner and form prescribed by the NET. Paid invoices that are over 180 days old at the time of the reimbursement request will not be allowed. The Sponsor has 90 days from the Project End Date to submit a final reimbursement request with an invoice incurred before the Project End Date.
7. **RETAINAGE.** NET reserves the right to retain a portion of each requested reimbursement in an amount or percentage determined by NET.
8. **UNAUTHORIZED EXPENSES.** Sponsor will not be reimbursed for unauthorized expenditures, including, but not limited to:
  - (a) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
  - (b) Late fees on invoices.
  - (c) Promotional items of clothing and/or accessory items (ex: hats, t-shirts, jackets, etc.) will be eligible for reimbursement, provided the purchase is proposed in the original grant application and the purpose is clearly defined for public environmental benefit. Reimbursement for the purchase of any clothing and/or accessory item is limited to \$500 per grantee per grant year.

### III. WORK DESCRIPTION AND SCHEDULE

This Project shall complete objectives and work items as described in the Project application, which by this reference are made part of this Agreement.

### IV. GENERAL CONDITIONS

1. **REIMBURSEMENT ONLY.** NET operates using a reimbursement process only. Prospective payments, advances, or early payments are prohibited. Bills which would become due and owing after the term of this Agreement or payment for memberships, services, or contracts which extend beyond the term of this Agreement are prohibited. Any funds remaining at the Project End Date will be returned or retained by NET. Funds shall be disbursed to the grantee no more than once per month in accordance with the grant agreement as per Title 137.
2. **STATUTES AND REGULATIONS.** The Sponsor will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Sponsor. Sponsor shall acquire, obtain, or receive all state and Federal licenses and/or permits required by law prior to initiation of the Project. Violation of this condition will be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
3. **FALSE OR MISLEADING INFORMATION.** If Sponsor provides false or misleading information, or withholds material facts during the application, administration, or reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

4. COMPLIANCE WITH LEGAL REQUIREMENTS. Sponsor represents that all legal requirements have been or can be met prior to allocation or disbursement of funds pursuant to Title 137.
5. NO OBLIGATION OF NET. Sponsor acknowledges that NET is not obligated to make additional grants beyond this Project, and that the award of this grant does not bind the NET, its Board, or Grants Committee to award similar grants to the Sponsor in the future.
6. INDEPENDENT CONTRACTOR. The Sponsor is and will perform this Agreement as an independent contractor, and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NET's agent, representative or employee.
  - a. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.
  - b. The Sponsor and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
  - c. The Sponsor and any contractor or subcontractor of the Sponsor is required to use the EVerify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.
  - d. The Sponsor, by executing this Agreement, certifies and assures that the Sponsor and any contractor or subcontractor operates a drug-free workplace as addressed in the State of Nebraska Drug-Free Workplace Policy of February 9, 2017.
  - e. The Sponsor and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
7. CONFLICT OF INTEREST. The Sponsor certifies that it will not employ or utilize any individual or entity known by the Sponsor to have a conflict of interest. The Sponsor certifies that there does not now exist any relationship between the Sponsor and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
8. RELATED PARTIES. Transactions between the Sponsor and related parties must be disclosed to the NET if grant funds will be used for reimbursement of the transaction or the transaction will be counted towards the Sponsor's match. NET may deny reimbursement or reject as match if Sponsor:
  - a. Fails to receive NET approval prior to incurring expense, or
  - b. Does not include a bid from the related party as part of the grant application.
  - c. Non-disclosed funding partner in application and/or duplication of grant.

9. **RECOGNITION.** Sponsor agrees to recognize funding from the NET on all published materials and news releases related to its NET funded project or activities. The NET may also require that personal property partially or wholly funded with grant dollars be identified by a decal or other means provided by the NET acknowledging the source of funding. Sponsor agrees to NET's disclosure of the Sponsor's name, project name and description.
10. **PUBLICATION.** All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
11. **INSURANCE.** The Sponsor must provide NET proof of coverage under an insurance policy which covers the NET's investment in personal property with a purchase value greater than \$5,000 or any real property.
12. **SITE INSPECTIONS.** NET staff or its designee may schedule visits during the Grant Period and, if applicable, throughout the estimated useful life of personal property, real property, easements or improvements purchased with grant funds. Sponsor will comply with requests for information and grant access for inspection of all grant funded activities to NET or its designee.
13. **NET GRANT FUNDS.** NET grant funds cannot be used to offset costs when bidding for services for any other grant funded activities. NET grant funds cannot be used as matching funds for another NET grant, or another grant funded in part by NET.
14. **CLAWBACK.** If the NET determines, at any time prior to or following expiration of this Agreement, that the Sponsor has failed to comply with the terms and conditions of this Agreement, it may terminate this Agreement and take action to recover NET contributions to the Project in addition to other penalties as set forth in this Agreement.
15. **OPERATIONS.** All operation, replacement, and maintenance of the Project components shall be carried out and applied in such a manner so as to accomplish the purposes of the Project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the NET, for the useful life of the Project.
16. **ENGINEERING.** The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at any construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.
17. **APPLICABILITY TO SUBGRANTEE AND CONTRACTORS.** All provisions of this Agreement including but not limited to Section IV (6), will be made binding on any subgrantee or contractor of the Sponsor. The Sponsor will, nonetheless, remain fully obligated under the provisions of this Agreement. Any such subgrantee or contractor of the Sponsor must be authorized to transact business in the State of Nebraska. All subgrantees and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Sponsor for its records. Upon request of the NET, the Sponsor must submit copies of

- written agreements executed between the Sponsor and any subgrantees or contractors relating to the Project.
18. **INTELLECTUAL PROPERTY.** If the Project results in any copyrightable material or inventions, the NET and/or the State of Nebraska reserves the right to a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work, data collected, or materials for governmental purposes.
  19. **ANTI-LOBBYING.** To the best of the Sponsor's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the Sponsor to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NET, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NET grant or the extension, continuation, renewal, amendment, or modification of any NET contract, grant, loan, or cooperative agreement.
  20. **SEVERABILITY.** If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.
  21. **HOLD HARMLESS.** The Sponsor agrees to hold the State of Nebraska, the NET and its Board, officers, agents, and employees harmless from any and all claims, demands, damages, leases, costs, expenses, liability, and actions based upon or arising out of any activities or services performed by the Sponsor or by its officials, officers, employees, agents, subgrantees, or associates.
  22. **SURVIVAL.** The following terms of this Agreement shall survive expiration or termination of this Agreement: Section IV paragraphs 2-3, 9-12, 14-15, 18, 20-23, Section V paragraphs 1, 2c, and all of Section VI except paragraph 1c.
  23. **GOVERNING LAW, VENUE, AND MODIFICATIONS.** Nebraska law shall govern the interpretation and enforcement of this Agreement. The parties acknowledge that this Agreement contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties. The parties agree that the Nebraska District Court of Lancaster County, Nebraska is the proper venue for the resolution of any disputes regarding this Agreement.
  24. **DEBARMENT.** The Sponsor certifies by signing this Agreement that neither the Sponsor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participating in transactions. The Sponsor shall include the above requirements in any and all subcontracts into which it enters. The Sponsor shall immediately notify the NET if, during the term of this Agreement, the Sponsor becomes debarred.
  25. **HISTORIC PRESERVATION.** The Sponsor shall undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National

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Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where NET funds are expended.

26. THREATENED & ENDANGERED SPECIES. The Sponsor shall undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Act, Neb. Rev. Stat. Sections 37-801 et. seq.

## V. REPORTING OBLIGATIONS OF THE SPONSOR

1. FINANCIAL REPORTS, ACCESS TO FINANCIAL RECORDS AND REQUEST FOR DISBURSEMENT. The Sponsor shall submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this Agreement, for approved grant activities in a manner and form prescribed by the NET. Proper documentation shall be considered to be copies of invoices containing the name and address of the vendor and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the Project representative of the Sponsor.

The NET will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, and elsewhere in this Agreement.

The NET or its agents will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Sponsor's records pertaining to all matters covered by this Agreement. The Sponsor shall transfer records pertinent to this grant and work undertaken as part of the Project to the NET or its agents upon request.

Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the NET Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. PROJECT PROGRESS AND ACTIVITY REPORTS. The Sponsor agrees to provide periodic reports in a manner and form prescribed by the NET including a narrative description of all Project activities, participants, outcomes, variances, and deviations from the Project application according to the below schedule. Sponsor must include a statement on the continued payment of property taxes or payments in lieu of property taxes on any NET project.
  - a. Quarterly Reports. The Sponsor agrees to file such statements and reports according to the following schedule:

<b>PROJECT PERIOD</b>	<b>REPORT DUE DATE</b>
From Inception through September 30, 2025	<b>OCTOBER 31, 2025</b>
October 1 - December 31, 2025	<b>JANUARY 31, 2026</b>
January 1 - March 31, 2026	<b>APRIL 30, 2026</b>
April 1 - June 30, 2026	<b>JULY 30, 2026</b>
<b>ANNUAL REPORT – From Inception Through June 30, 2026</b>	<b>JULY 30, 2026</b>
July 1 - September 30, 2026	<b>OCTOBER 31, 2026</b>
October 1 - December 31, 2026	<b>JANUARY 31, 2027</b>
January 1 - March 31, 2027	<b>APRIL 30, 2027</b>
April 1 - June 30, 2027	<b>JULY 30, 2027</b>
<b>ANNUAL REPORT – July 1, 2026 through June 30, 2027</b>	<b>JULY 30, 2027</b>
July 1 - September 30, 2027	<b>OCTOBER 31, 2027</b>
October 1 - December 31, 2027	<b>JANUARY 31, 2028</b>
January 1 - March 31, 2028	<b>APRIL 30, 2028</b>
April 1 - June 30, 2028	<b>JULY 30, 2028</b>
<b>FINAL REPORT- From Inception Through June 30, 2028</b>	<b>JULY 30, 2028</b>

- b. Annual Reports. Sponsor shall submit an annual report to NET on July 30 of each year in a form and manner prescribed by NET.
- c. Final Report. A final report is due 30 days after the completion or termination of the Agreement. This report must include a summary of the activities, partners, and results of the Project from inception to completion and include all matching contributions. This final report must also include quantifying results and statistics about the Project's success.

All financial reports, requests for reimbursement, progress and activity reports are deemed filed or submitted when properly uploaded to the NET Grant Portal.

## VI. PERSONAL PROPERTY, CONTRACTUAL SERVICES, AND REAL ESTATE PROVISIONS

1. PERSONAL PROPERTY. The Sponsor will report to the NET all personal property purchased with full or partial funding in a manner and form prescribed by the NET. The Sponsor will identify by year, make, model, and serial number if available, such personal property as purchased with NET funding in the Sponsor's inventory of the personal property. Personal property and other personal property purchased with grant funding shall be used only for the purposes of the Project during the grant project.

- a. Bids. For any purchase of personal property valued at \$5,000 or more, or purchases of services valued at \$20,000 or more, the Sponsor is required to obtain at least 3 (three) bids for personal property or services, for which more than one vendor is available. Specifications shall be drawn such that it will be possible for three or more manufacturers, vendors, or suppliers to submit competitive bids.

The Sponsor must accept the lowest reasonable bid when products are substantially equivalent. If Sponsor provides adequate justification, as determined by the NET, why the lowest bid is unacceptable, the NET may approve the selection of a higher bid.

The Sponsor will provide the names of bidders to the NET at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.

- b. Insurance. The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all personal property valued at \$5,000 or more which is purchased in whole or in part with funds received from the NET. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such personal property in an amount equal to the replacement value of the personal property during the grant project. The Sponsor shall name the NET beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be provided annually to the NET office by the Sponsor. Upon request for reimbursement the Sponsor will provide the NET with the policy of insurance for personal property purchased, in whole or in part, with funds received from the NET.

- c. Personal Property Usage. Personal property will be used only for Project purposes throughout the grant project. Sponsor will make effective and efficient use of the personal property.

- a. If personal property is used for a purpose that is not approved, or the Sponsor fails to make effective and efficient use of the personal property throughout the grant project, the NET may:

- i. Require the Sponsor to repay all or a portion of the grant used to reimburse for the purchase of the personal property as determined by the NET,
    - ii. Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for personal property purchase, or
    - iii. Require the Sponsor to surrender the personal property to the NET.
      1. Sponsor must store surrendered personal property safely until the NET can arrange for the personal property to be redistributed.
      2. Sponsor must complete all paperwork required for transfer of surrendered personal property.
  - b. Personal property Maintenance. The Sponsor is responsible for all necessary and reasonable maintenance of personal property and may be held liable by the NET for any loss, damage, neglect, or unreasonable deterioration of the personal property throughout the grant project.
  - c. Personal property Liens. The NET will maintain first lien status on all redistributed personal property and personal property purchased, in whole or in part, with grant funds, unless otherwise approved by the Executive Director. Length of lien on redistributed personal property and personal property purchased with grant funds shall correspond to the useful life of the personal property.
  - d. Ownership Interest. The NET maintains an ownership interest in all personal property during its useful life. The Sponsor shall notify the NET when a piece of personal property reaches the end of its useful life. The Sponsor will gain unrestricted ownership after the useful life period expires unless Sponsor was required to surrender the personal property.
  - e. Personal Property Disposition. The Sponsor shall not sell, transfer, lease, exchange, or encumber personal property purchased with grant funds throughout its useful life without first notifying and receiving written approval from the NET. Funds realized from the sale of personal property will revert to the NET in an amount congruent with the percentage of funding provided by the NET for purchase of the personal property.
2. REAL ESTATE. Real estate includes, but is not limited to, land acquisitions, easements, or improvements. Sponsor shall abide by the NET Land Acquisition/Easement Policy. Sponsor shall provide continued access to the properties affected by this Agreement for periodic reviews and visits, annual accounting reports on NET funded real estate, and proof of annual tax payments. The NET must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage, or encumber the property. The Sponsor will be required to obtain written NET approval for any

such transaction and negotiate the terms of the transaction with the NET (which may include partial or whole repayment of the grant). If Sponsor receives a grant from NET for the purchase of real property and subsequently sells or otherwise transfers an ownership interest in such real property, Sponsor shall repay to NET the amount of the grant used to purchase the real property.

#### **VII. TERMINATION OR AMENDMENT OF THE AGREEMENT PRIOR TO PROJECT END DATE**

The Sponsor understands and agrees that failure to comply with any of the terms of this Agreement may result in the revocation or cancellation of NET approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the NET.

The NET may terminate the Project, in whole or in part, at any time before the expiration date of this Agreement whenever the NET determines that the Sponsor has failed to comply with the conditions herein. The Executive Director of the NET will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date as stated in Title 137.

By mutual agreement, the Project may be terminated, modified or amended. When both parties agree to terminate the Agreement, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

[Separate Signature Page follows]

**SPONSOR (City of Bellevue - Public Works Department)**

I attest that I am authorized to sign this Agreement on behalf of the Sponsor and that all representations in the application, attachments, and exhibits submitted by Sponsor in connection with this grant are true and correct.

By: \_\_\_\_\_

Printed Name: John Krager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEBRASKA ENVIRONMENTAL TRUST**

By: \_\_\_\_\_

NET Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

NET Board Chair

Date: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16k.  
03/04/25

COUNCIL MEETING DATE: 03/04/2025		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:

Additional Services - Holland Bashm

SYNOPSIS/BACKGROUND:

This item pertains to the additional services requested by Holland Bashum Associates to complete the design for the Bellevue Bay Indoor Water Park

FISCAL IMPACT?: 148,790 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Additional Services Request

CONTRACT EFFECTIVE DATE: 03/05/25 CONTRACT TERM: Till completed CONTRACT END DATE: Till completed

PROJECT NAME: Bellevue Bay Indoor Water Park

START DATE: 03/05/25 END DATE: 03/05/25 PAYMENT DATE: INSURANCE REQUIRED:

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:

- Additional Services Memorandum
- HBA Agreement
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

January 30, 2025

Harrison Johnson  
Director of Community and Economic Development  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

Subject: City of Bellevue – Bellevue Bay Waterpark – Additional Services  
HBA Project Number: 24053

Harrison,

Per our discussions during the design of the Bellevue Bay Waterpark, please see the below additional services associated with the AIA B101 contract between the City of Bellevue and Holland Basham Architects dated May 19, 2024 and executed by Mayor Rusty Hike on May 21, 2024:

AS01: Reimbursable expenses for Martin Aquatic: \$38,590

AS02: Footing and Foundation Package: \$62,000

AS03: Cordia rework: \$21,200

AS04: Phase II, OpenAire foundation reaction design: \$27,000

Please let me know if you have any questions.

Thank you,



Thomas R. Zuk  
Principal  
tzuk@hollandbasham.com

TZ

Attachment

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

**16o.  
5/21/2024**

COUNCIL MEETING DATE: <b>May 21, 2024</b>		SUBMITTED BY: <b>Harrison Johnson</b>	
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:**

**Consideration and Acceptance of Proposal for Design and Engineering Services from Holland Basham Architects**

**SYNOPSIS/BACKGROUND:**

The City received four separate proposals from local, and national firms for design and engineering services for the Bellevue City Water Park. This proposal includes design and engineering of all elements of the Water Park. Of the four proposals, the City concluded that Holland Basham was the preferred choice based on price, capacity and experience.

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:**

**Staff Recommends Approval of this Item**

**ATTACHMENTS:**

- |  |   |                         |
|--|---|-------------------------|
| 1. <input type="text" value="Proposal from Holland Basham"/> | 2. <input type="text" value="AIA B101-2017"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                                      | 5. <input type="text"/>                       | 6. <input type="text"/> |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_ *[Signature]*

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_ *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

## Shirley Harbin

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**From:** Jim Ristow  
**Sent:** Monday, May 20, 2024 2:16 PM  
**To:** Harrison Johnson  
**Cc:** Susan Kluthe; Shirley Harbin  
**Subject:** Re: Cover Sheet Approvals

Approved.

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

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**From:** Harrison Johnson <Harrison.Johnson@bellevue.net>  
**Sent:** Monday, May 20, 2024 2:09:33 PM  
**To:** Jim Ristow <jim.ristow@bellevue.net>  
**Cc:** Susan Kluthe <Susan.Kluthe@bellevue.net>; Shirley Harbin <Shirley.Harbin@bellevue.net>  
**Subject:** Cover Sheet Approvals

Greetings Jim,

Can you approve these items for tomorrow's council?

Harrison Johnson  
Director of Economic and Community Development  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
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# AIA Document B101 – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 10<sup>th</sup> day of May in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

*City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005*

and the Architect:  
*(Name, legal status, address and other information)*

Holland Basham Architects  
119 S 49<sup>th</sup> Ave  
Omaha, NE 68132

for the following Project:  
*(Name, location and detailed description)*

*The project consists of the design documentation for a new waterpark for the City of Bellevue located at the intersection of Highway 75/34 and Bellevue, NE.*

*See Exhibit A for additional information, attached.*

The Owner and Architect agree as follows.

*See Exhibit A for additional information, attached.*

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

*Owner provided information regarding the waterpark area along with the support building. See Exhibit 2 and 3.*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

*The project will consist of an OpenAire custom enclosure, support building outdoor wave pool area. See Exhibit 2 and 3.*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
*per specific Project Amendment - TBD*
- .2 Construction commencement date:  
*per specific Project Amendment - TBD*
- .3 Substantial Completion date or dates:  
*per specific Project Amendment - TBD*
- .4 Other milestone dates:  
*per specific Project Amendment - TBD*

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

*The Owner intends to retain a Construction Manager at Risk delivery*

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

*NA*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, see Article 12 for special terms and conditions.

*NA*

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

*Harrison Johnson  
Director of Economic and Community Development  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Office: (402) 293-6085  
Cell: (402) 541-3192*

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors, unless otherwise indicated in this Agreement:  
*(List name, legal status, address, and other contact information.)*

- .1 Geotechnical Engineer:

*Provided by Architect*  
- *Geotech Survey*

**.2** Civil Engineer:

*Provided by Architect*  
- Topographic Survey  
- PCSMP Design and Certification  
- NPDES Inspections

**.3** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

*Thomas Zuk, AIA  
Principal  
Holland Basham Architects  
119 S 49<sup>th</sup> Ave  
Omaha, NE 68132  
Office: (402) 551-0800  
Cell (402) 201-8669*

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

*TD2 Engineering & Surveying  
Thompson, Dreesen & Dorner, Inc  
10836 Old Mill Road  
Omaha, NE 68154*

**.2** Mechanical Engineer:

*EXP*

**.3** Electrical Engineer:

*EXP*

**.4** Civil Engineer:

*Lamp Rynearson  
14710 W. Dodge Rd. Ste. 100  
Omaha, NE 68154*

.5 Food Service:

*Jennifer Rohn  
Foodlines  
110 S 14<sup>th</sup> Street Ste 200  
Lincoln, NE 68508*

.6 Aquatics:

*Josh Martin  
Martin Aquatic Design & Engineering  
President & Creative Director  
189 S Orange Ave Ste 1220  
Orlando, Florida 32801*

.7 Enclosure:

*Mark Albertine  
President  
OpenAire, Inc.  
2360B Cornwall Road  
Oakville, Ontario, L6J7T9*

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall sign the Electronic Release Form, attached hereto as an Exhibit, governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The Electronic Release Form shall be the sole document governing the transmission and use of Instruments of Service or any other information or documentation in digital form, and the parties agree to cooperate to ensure that all other participants in the Project sign the Electronic Release Form and that the signed Electronic Release Form is incorporated into each participant's respective agreement for the Project.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$500,000) each accident, Five Hundred Thousand (\$500,000) each employee, and Five Hundred Thousand (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause

or causes shall not exceed the limits indicated above. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Total Liability is \$1,000,000.00

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 as identified in Section 1.1.11.1. Services not set forth in this Article 3 are Supplemental or Additional Services as identified in Section 1.1.11.2 and Article 4.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project design meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule may not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of a directive or substitution made by the Owner against the Architect's advice.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Base Service Commissioning to include verification of completeness of Punch List items, review of Balancing Report if provided and review of Closeout Documents provided by the General Contractor's MEP Subcontractors. Also see Article 12.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect may prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect may present its preliminary evaluation to the Owner and may discuss with the Owner alternative approaches to design and construction of the Project. The Architect may reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect may prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect may consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect may consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall submit the Design Development Documents to the Owner and request the Owner's written approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall submit the Construction Documents to the Owner and request the Owner's written approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in obtaining competitive negotiated proposals.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents to prospective Contractors, subcontractors and/or suppliers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's Services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall, upon the request by Owner, review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

1. conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services unless otherwise indicated but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or NA if not provided)
§ 4.1.1.1 Programming	O
§ 4.1.1.2 Multiple preliminary designs	A (Base Services)
§ 4.1.1.3 Measured drawings	NA
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	A (Base Services)
§ 4.1.1.6 Building Information Model management responsibilities	A (Base Services)
§ 4.1.1.7 Computer Design Modeling and Renderings, including VR, Beyond Schematic Design Phase	A (Base Services)
§ 4.1.1.8 Development of Building Information Models for post construction use	NA
§ 4.1.1.9 Civil engineering (see § 1.1.11.1)	A (Base Services)
§ 4.1.1.10 Landscape design (see § 1.1.11.1)	A (Base Services)
§ 4.1.1.11 Architectural interior design	A (Base Services)
§ 4.1.1.12 Value analysis	A (Assist as Base Services)
§ 4.1.1.13 Detailed cost estimating beyond that required in Section 6.3	O
§ 4.1.1.14 On-site project representation	A (Base Services)
§ 4.1.1.15 Conformed documents for construction	A (Base Services)
§ 4.1.1.16 As-designed record drawings	A (Base Services)
§ 4.1.1.17 As-constructed record drawings	A (Base Services)
§ 4.1.1.18 Post-occupancy evaluation	O
§ 4.1.1.19 Facility support services	O
§ 4.1.1.20 Tenant-related services	O
§ 4.1.1.21 Architect's coordination of the Owner's consultants	O
§ 4.1.1.22 Telecommunications/data design	O
§ 4.1.1.23 Security evaluation and planning	O
§ 4.1.1.24 Commissioning	O
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.26 Fast-track design services	NA
§ 4.1.1.27 Multiple bid packages	NA
§ 4.1.1.28 Historic preservation	NA
§ 4.1.1.29 Furniture, furnishings, and equipment design	A (Base Services)
§ 4.1.1.30 Other services provided by specialty Consultants	NA
§ 4.1.1.31 Other Supplemental Services	NA

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required and subject to Section 12.9, included in this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** If Services described under this Section are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such Services. Compensation for Services shall be on an hourly basis according to the rate schedule stated in Section 12.1 or as mutually agreed between the Owner and the Architect: If the Owner elects not to have the Architect provide such services, the Owner will inform the Architect

in writing at which time the Architect will cease such services and invoice the Owner for the time expended to that point.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating unreasonable substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Semi-weekly visits to the site by the Architect during construction
- .3 Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) observations for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services, as mutually agreed.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost and reasonable contingencies related to all of these costs.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Architect shall furnish services of civil engineers identified in Section 1.1.9.2.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in Exhibit.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Owner.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, as well as tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** Before executing the Contract for Construction, the Owner and the Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall assist the Owner in preparation of the appropriate AIA Documents as may be required.

**§ 5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.16** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**§ 5.17** Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held

responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, the value of alternates (if any), overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and any preliminary estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.4** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.5** If the Owner chooses to proceed under Section 6.4.4, and if the bid is within Five percent (5) of the budget, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.4.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget plus 5% for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service, (including, without limitation, any future additions or alterations to the Project) without retaining and maintaining the retention of the authors of the Instruments of Service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after seven (7) years from the date of substantial completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Contractors, Consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

Litigation in a court of competent jurisdiction, in the state of Nebraska, pursuant to section 10.1  
Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, as mutually agreed between the Owner and the Architect.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner or Architect may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due, as well as all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's Services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of:

Nebraska

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might increase the Architect's contractual or legal obligations or the availability or costs of its professional or general liability insurance, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 These provisions shall not apply to information in whatever form that is in the public domain. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1 Stipulated Sum**

*Lump-sum fee: \$3,874,000.00*

*Adjusted fee: \$3,486,600.00 (10% reduction due to negotiated payment of 65% at schematic design)*

- *Fee above includes:*

- o *Architectural, Structural, MEP, Technology, Audio Visual, Lighting, Commissioning, Civil/Landscaping, Aquatics, OpenAire structure design, FFE, Signage, Food Service*
- o *Reimbursables = \$67,000 included in lump-sum fee*

- *Additional Services:*

- o *Acoustical Engineering = \$50,000*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

*See Article 12 – Hourly Rates*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

*See Article 12 – Hourly Rates*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty-Five	percent ( 65 %)
Design Development Phase	Ten	percent ( 10 %)
Construction Documents Phase	Ten	percent ( 10 %)
Bidding or Negotiation Phase	Five	percent ( 5 %)
Construction Phase	Ten	percent ( 10 %)
<b>Total Basic Compensation</b>	<b>One Hundred</b>	<b>percent ( 100 %)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

*See Article 12*

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Other similar Project-related expenditures; and
- .13 Drone video and scanning services.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Compensation For Use of Architect's Instruments of Service.** If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

*To be determined at time of termination.*

§ 11.10 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

*To be determined at time of termination.*

#### § 11.11 **Payments to the Architect**

##### § 11.11.1 **Initial Payments**

§ 11.11.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.11.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.11.2 **Progress Payments**

§ 11.11.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid Thirty-One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

*8% per annum*

§ 11.11.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.11.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§12.1 Architectural compensation shall be based on Hourly Rates as follows:

### 2024 Hourly Rate Schedule

	HBA
Principal	\$285.00
Partner	\$225.00
Associate Partner/Project Manager	\$210.00
Sr. Project Architect	\$200.00
Project Architect	\$185.00
Senior Interior Designer	\$180.00
Staff Architect	\$160.00
Interior Designer/Engineer & Designer	\$135.00
Technician II	\$90.00
Clerical	\$65.00

*Hourly Rates shall be subject to yearly adjustments.*

§12.2 The Owner understands that the Architect shall exercise a reasonable standard of care in the execution of design services for the project. Nonetheless, the design process and its associated professional functions deal with judgments that are less than an exact science. Since the design process yields a one-of-a-kind solution that has never been constructed before, the Owner agrees to establish a realistic construction cost contingency of Ten percent (10 %) of the budget. Prudent planning for the construction phase recognizes that unforeseen expenses may occur and should be anticipated. It is the policy of the Architects to advise the Owner to be mentally and financially prepared for the challenge of designing and building a unique structure.

§12.3 Asbestos and Hazardous Materials: In consideration of the unavailability of professional liability insurance for services involving removal or encapsulation of asbestos or other hazardous materials, it is agreed that the Owner will coordinate all activities related to such. The Owner will hold harmless, indemnify and defend the Architect from and against any and all claims arising out of the issue.

§12.4 Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made by HBA or its consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect. The Architect will endeavor to discover existing conditions to the extent possible through review of existing documents, non-destructive survey of the existing building and conversations with physical plant personnel as may be assigned by the Owner and shall promptly notify the Owner in writing of the discovery of any such conditions.

§12.5 Interior Design Services shall be defined as selection of wall and floor finishes and shall consist of a total of Three (3) Owner's meetings and Two (2) generations of finish board. Any time in excess to this shall be billed as Additional Services.

§12.6 "Record Drawings" are included in the Base Services.

**§12.7** If a required item or component of the Project is omitted from the Construction Documents by the Architect or its consultants and that item or component is subsequently added by the Contractor to the Project, the Architect will only be responsible for the following: (i) payment for any additional cost and expense incurred by Owner to add the item or component to the Project, if such additional expense would not have been necessary to incur had the item or component not been omitted and had been included in the Contract Documents, such as costs incurred to demolish and reconstruct a portion of the Project previously constructed; and (ii) perform all re-design work necessary to allow for the installation of the missing item or component without charge to Owner. Other than the foregoing Architect responsibility, Owner shall be responsible to pay all other costs of adding such item or component to the Project, including any betterment.

**§12.8** The Owner shall provide for Special Inspections (structural inspections required by Code) and Erosion Control Inspections (National Pollutant Discharge Elimination System, or NPDES). These Services are required to be independent and therefore not included by the Architect or the Contractor.

**§12.9** Sustainable Design is part of the Architect's Basic Services; however, certification or detailed documentation such as "LEED" will be considered a Supplemental Service. Should the Owner require the Design Team to apply for LEED certification, the Owner understands that the requirements of LEED will be subject to various – and possibly contradictory – interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret the applicable LEED requirements, as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Project will ultimately achieve LEED certification.

**§12.10** Any analysis of existing HVAC equipment, Structural or Plumbing/Electrical systems, as well as any Life Cycle Cost analyses shall be Additional Services.

**§12.11** Accelerated Project Delivery: In the event the Owner chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery process (in which some of the Consultant's Design Services overlap the construction work and are out of sequence with the traditional project delivery method), the Owner acknowledges that it has been advised that the Project will be affected by such a process. Some of the effects of an accelerated project delivery process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the Work of the Contractor. The Owner acknowledges that it has been advised that the Project, if developed on an accelerated project delivery basis, may require associated coordination, design and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed, and may require removal of work-in-place, all of which events may cause an increase on the Cost of the Work and/or an extension of the Project construction Schedule. Therefore, the Owner acknowledges and understands that Change Orders may arise from the accelerated project delivery process and the Owner understands the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the Project construction budget commensurate with industry standards for projects of similar scope and quality of this Project.

**§12.11.1** The Owner agrees to release the Architect from any claims for damages due to additional Project and construction Costs and Schedule extensions arising from use of an accelerated project delivery process.

**§12.12** It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Nebraska corporation, and not against any of the Architect's individual employees, officers or directors.

**§12.13** Three-dimensional computer modeling and renderings, including virtual reality (VR) modeling, which are utilized in the design process as a basic service through the Schematic Design Phase, will not be maintained or extensively utilized beyond SD without incurring Additional Services.

**§12.14** The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgement to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project.

**§12.15** Owner's Indemnification. The Owner shall indemnify and hold the Architect harmless from and against damages, losses, liabilities, expenses, and judgements arising from claims by third parties, but only to the extent that they are caused by the negligent acts or omissions of the Owner, its employees, or the negligence of anyone else for whom Owner is responsible.

**§12.16** Architect's Indemnification. The Architect and the Architect's consultants shall indemnify and hold the Owner harmless from and against damages, losses, liabilities, expenses and judgements arising from claims by third parties, but only to the extent that they are caused by the negligent acts or omissions of the Architect, its employees, or its consultants in the performance of professional services under this Agreement, and anyone else for whom the Architect is responsible.

### **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

Exhibit A – Scope of Work

Exhibit A – Owner Provided Information

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

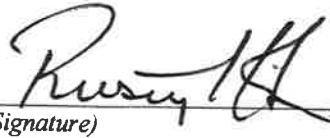
.3 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

**CITY OF BELLEVUE, NE**

**ARCHITECT  
HOLLAND BASHAM ARCHITECTS**

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Rusty Hike  
\_\_\_\_\_  
(Printed name and title)

Thomas R. Zuk  
\_\_\_\_\_  
(Printed name and title)

05-21-2024  
\_\_\_\_\_  
Date

5/10/2024  
\_\_\_\_\_  
Date

Attest:

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



Approved to Form:

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

## EXHIBIT A - SCOPE OF WORK

### **Project**

Name: Waterpark - Bellevue, NE  
Number: 24053

### **Project Information**

Total Project Area: See area below – Exhibit 1

Project Description: Holland Basham Architects and consultants will provide design services for the new City of Bellevue Waterpark located at the northeast corner of Highway 75/34 in Bellevue, NE. Documents received from American Resort Management of the Grand Prairie, TX Epic Waters Waterpark dated 12/18/2015 are being used as the basis of design for the Bellevue project. See Exhibit 1.

The waterpark has three main components:

- **Indoor Aquatics Water Park.** The OpenAire designed glass enclosure which will house all aquatic pools and slide towers (portions of the slides will exist outside of the large glass structure). The enclosure will be a “performance specification” provided by the owner and will be designed by the supplier of the building.
  - Includes indoor waterpark, natatorium, wave pool, aquatic services, locker rooms, changing rooms, restrooms, café, arcade, retail, and support services (storage, POS, janitor, first aid, receiving, chemical storage, etc.).
  - Approximately 62,400 SF
  - Ride components, NIC – slides, stair towers
  - See Exhibit 2
- **Support Building.** This will be a conventionally framed building designed by the architectural team, 2 stories with a lower level.
  - See Exhibit 3
  - 50,000 Sf +/-
    - o 25,000 SF +/- lower level
      - Lower level comprising of primarily pool support equipment room, boiler room, electrical room, laundry facility, storage, restroom and office space
    - o 25,000 SF +/- first floor
      - Main ground level of the facility comprising of locker rooms, restrooms, arcade, retail, party rooms, restrooms, offices, and storage.
- **Wave Pool Area.** Includes an outdoor wave pool, restroom building, mechanical building, and screen wall.

### **ARCHITECTURAL:**

- Provide design documentation similar to the Grand Prairie, TX Epic Waters Waterpark.
- Conduct a site analysis with owner and consultants
- Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration
- Specifications
- Work with local authority having jurisdiction for code, zoning and other regulatory requirements

### **CIVIL ENGINEERING:**

#### **Site Plan Design**

- Prepare final construction plans, including:

- Site Plan (Zoning Compliance Plan).
- Grading and Stormwater Pollution Prevention Plan.
- Grading and Stormwater Pollution Prevention Notes and Details.
- Sewers and Utilities Plan.
- Paving Plan.
- Landscape Plan.
- Plaza/ Hardscape Plan.
- Fire Access Plan.
- Miscellaneous Site Details Plan.
- Prepare specification notes to be included on the plans.
- Prepare application materials for Papillion Creek Watershed Partnership (PCWP) and Nebraska Department of Environment and Energy NPDES grading permits.
- Coordinate with utility companies regarding utility services for the project including water, gas, power, telephone, and cable television.
- Coordinate with the CLIENT, architect, mechanical/electrical engineer, and the local regulatory agency's public works department.
- Coordinate with the CLIENT and the architect to include sustainable elements in the civil engineering design of this project.
- Attend 12 site plan design coordination meetings during design of the project.
- Prepare up to two (2) minor drawing revisions to original stamped and sealed plans based on Owner approved changes during bidding and construction. Additional or significant drawing revisions will be additional services.

#### **Site Plan Design Assumptions**

- All platting, zoning and other entitlement work is excluded from this proposal. We have assumed the entitlement work will be part of a separate proposal with the OWNER or Master Developer of the site.
- All public improvements, off-site utility coordination and overlot grading for the overall development is excluded from this proposal.
- We have assumed the mass grading and public improvements work will be part of a separate proposal with the OWNER or Master Developer of the site.
- A Post Construction Stormwater Management Plan (PCSMP) will be incorporated in the overall development as shown as a regional detention basin. A separate PCSMP will not be required for the water park site.
- The proposed site will include a parking lot containing approximately 600 parking stalls.
- A geotechnical investigation will be prepared by Others and made available for our use prior to final design.
- A traffic impact study is not required. If required, the preparation of a traffic study will be additional services.
- Site lighting design is not included in the scope of services and will be completed by Others.
- Retaining walls are not required. If required, design of retaining walls will be additional services.
- Exterior stairs and/or accessible ramps are not required. If required, design of exterior stairs and/or accessible ramps will be additional services.
- We have assumed wetlands and/or jurisdictional waterways are not located within the project site. If these features are present, preparation of required reports or other documentation will be additional services.
- A topographic survey of the property will be part of a separate proposal or will be prepared by Others containing all the required information to complete the design plans and will be provided in AutoCAD format. Any additional survey will be an additional service.
- We will coordinate with the mechanical engineer to determine the location and elevation of proposed utility stub locations. Lamp Rynearson requires this information a minimum of four (4)

weeks prior to completion of the plans. Lamp Rynearson is not responsible for delays due to the mechanical engineer's failure to provide this information in a timely manner.

- The project will not be LEED certified. If submitted for LEED accreditation, this will be additional services.
- A separate overlot grading and surcharge plan is not required. If required, the design and production of a separate overlot grading and will be additional services.
- Engineer's construction cost estimates are not included in this proposal. If required, cost estimating will be additional services.
- Value engineering redesign after building permit approval will be considered additional services.

#### **Site Plan Construction Contract Administration**

- Conduct five (5) site visits during construction to observe the progress of the grading and/or construction of site improvements to determine general conformance with the plans.
- Conduct one (1) site visit at project conclusion and complete a punch list for paving, sewer and utility installation.
- Answer contractor questions and provide plan interpretation during project construction. We have assumed a total of 12 hours for these services. Responses to questions and plan interpretation services beyond the assumed 12 hours, if requested, will be additional services.
- Respond to requests for information (RFIs) during the construction of the project. We have assumed we will need to respond to six (6) RFIs. If the selected Contractor issues additional RFIs, we request a meeting with Architect, Owner, and Contractor team to better define the acceptable conditions for an RFI request. Continued Contractor requests for RFIs may result in additional services.

#### **Site Plan Construction Contract Administration Assumptions**

- Construction staking is not included in the scope of services. If requested, a separate proposal can be provided for this service once the design is finalized.
- Geotechnical testing is not included in the scope of services. We recommend the CLIENT retain a geotechnical engineer to perform any required on-site materials testing or construction observation.
- Full-time construction observation is not included in the scope of services. If requested, a separate proposal can be provided for these services.
- Any additional site visits will be undertaken only at the request of the CLIENT and will be additional services.
- Weekly attendance at Owner Architect Contractor (OAC) meetings is not included in our scope of services. We have assumed we will attend up to four (4) OAC meetings during the course of the construction of the project.
- Review of material testing reports and providing recommendations on failing results is excluded, but can be provided as additional services.
- Means and methods, conformance to specifications and quality of work will be the responsibility of the contractor.

#### **Pool Deck Design**

- Prepare final construction plans, including:
  - o Exterior pool deck layout plan.
  - o Natatorium (interior pools) deck layout plan.
  - o Deck drainage plans (both exterior and natatorium).
  - o Deck jointing and finish plans (both exterior and natatorium).
  - o Slope and drainage notes.
  - o Deck Drain Piping Plan.
  - o Landscape Plan.
  - o Irrigation Plan.

- Miscellaneous Deck and Paving Details Plan.
- Prepare specification notes to be included on the plans.
- Design enhanced pavement areas such as integral colored concrete and specialty patterns.
- Coordinate pool deck terminus with pool coping (by Others).
- ADA path review, analysis, and coordination.
- Design decorative fencing and railing.
- Coordinate deck drain locations, types, and invert elevations with mechanical engineer.
- Coordinate pool deck design with stair landings, ramps, and footings associated with waterslides, two story cabanas, shade structures, and other similar elements (designed by Others) in the natatorium and exterior pool decks.
- Coordinate with the CLIENT, architect, pool designer, mechanical/electrical engineer, and the local regulatory agencies.
- Attend 12 site plan design coordination meetings (up to three (3) in person and the remainder via virtual) during design of the project.
- Prepare up to two (2) minor drawing revisions to original stamped and sealed plans based on Owner approved changes during bidding and construction. Additional or significant drawing revisions will be additional services.

#### **Pool Deck Design Assumptions**

- Lighting design is not included in the scope of services and will be completed by Others.
- Retaining walls are not required. If required, design of retaining walls will be additional services.
- Pedestrian bridges are not included within the scope of services and will be completed by Others.
- Pool shell and equipment design are not included within scope of services and can be provided upon request for additional services.
- Design of stairs and ramps (within the natatorium and within the fenced exterior pool deck) by Others.
- Faux Rock work (grotto and similar elements) by Others.
- Cost estimating is not included within scope services.
- Electrical bonding, grounding, and lighting design is not included within this scope of services.
- It is assumed Lamp Rynearson is not designing the pool shells and structural design is not needed within our scope of services. If structural design is needed within Lamp Rynearson's scope then additional services may be required.
- Fall protection zones (if any) and fall height requirements by others. Lamp will provide construction details for installation of fall protection padding (if any).

#### **Pool Deck Construction Contract Administration**

- Conduct up to six (6) site visits during construction to determine general conformance with the plans.
- Conduct one (1) site visit at project conclusion and complete a punch list.
- Answer contractor questions and provide plan interpretation during project construction. We have assumed a total of 24 hours for these services. Responses to questions and plan interpretation services beyond the assumed 24 hours, if requested, will be additional services.
- Respond to requests for information (RFIs) during the construction of the project. We have assumed we will need to respond to 10 RFIs. If the selected Contractor issues additional RFIs, we request a meeting with Architect, Owner, Pool Designer, and Contractor team to better define the acceptable conditions for an RFI request. Continued Contractor requests for RFIs may result in additional services.

#### **Site Plan Construction Contract Administration Assumptions**

- Construction staking is not included in the scope of services. If requested, a separate proposal can be provided for this service once the design is finalized.

- Full-time construction observation is not included in the scope of services. If requested, a separate proposal can be provided for these services.
- Any additional site visits will be undertaken only at the request of the CLIENT and will be additional services.
- Weekly attendance at Owner Architect Contractor (OAC) meetings is not included in our scope of services. We have assumed we will attend up to four (4) OAC meetings, scheduled to coincide with site visits during the construction of the project. If requested, we will participate remotely in up to twelve (12) OAC meetings.
- Review of material testing reports and providing recommendations on failing results is excluded but can be provided as additional services.
- Means and methods, conformance to specifications and quality of work will be the responsibility of the contractor.

#### **General Assumptions**

- The project will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the design concept after work has been completed will be additional services.
- Electronic files for the site plan compatible with ACAD 2020 will be provided to Lamp Rynearson by the CLIENT.
- All meetings will be in the Omaha metropolitan area.
- Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the CLIENT.
- Unless Lamp Rynearson specifically requests shop drawings or other material information be submitted for review, Lamp Rynearson will not accept, review, or transmit any shop drawing or other submittals.

#### **Erosion Control Monitoring**

- See separate design contract

#### **Erosion Control Monitoring Assumption**

- See separate design contract

#### **MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION ENGINEERING:**

- Design of mechanical utilities including gas, domestic water, fire water, sanitary sewer, storm sewer from interior out to 5' from building outside wall for new facility.
- Design of HVAC systems:
  - Provide HVAC design for the aquatic's facility.
  - Pool dehumidification units.
  - Pool equipment room conditioning / ventilation.
  - Aquatics area ventilation.
  - Boiler system for pool heating
  - Heat recovery for pool heating.
- Provide HVAC design for the support building.
  - Rooftop units
  - Heating hot water system for main heating and zone reheat.
  - Provide kitchen ventilation design for the cook/fry, food prep, and ware-washing area including type 1 hood, makeup air unit, and grease duct design.
- Design of plumbing systems:
  - Provide plumbing design for the support facility including restrooms, locker rooms, food prep, etc.
  - Provide plumbing design for restrooms supporting outdoor splash park area.

- Provide plumbing rough-ins only for the aquatics portion of the new facility. Plumbing and piping design of the aquatics will be by others. Utility coordination and services will be provided as required for the new systems required by the aquatic design.
  - o Provide design of pool backwash discharge system.
  - o Provide design for water main and backflow devices for use in aquatics system.
  - o Provide design of general equipment room drainage and miscellaneous general plumbing located in these aquatic utility rooms.
  - o Provide plumbing design for general plumbing located in these aquatic rooms.
    - Water bar plumbing
    - Hose bibs and water outlets (indoor and outdoor)
  - o Provide design of sewage waste lift station as required by depth of facility/aquatics drainage depth.
- Performance specification of fire protection systems.
  - Identification of service entrance and general sprinkler zone information.
  - Identification of sprinkler head types and special instruction for pipe routing in detailed / sensitive areas.
  - Pipe sizes will not be shown pending hydraulic calculations to be performed by the installing fire protection contractor.
- Design of the lighting systems:
  - Provide lighting design for the support building.
  - Provide general lighting design for the aquatics building.
  - Provide general lighting design for the parking lot and exterior pathways.
  - Design of specialty lighting integrated into the equipment or supporting the aquatics design will be by others.
- Design of low voltage pathways for telecom, security, access control.
- Design of fire alarm for the new facility.
- Design of electrical utilities including electrical service, telecommunications pathways, from interior out to the utility connection point.
- **Design of communication infrastructure** including copper cabling, fiber optic cabling, jacks, patch panels, racks, cable management. Design and coordination of IT room space layouts including rack locations, power, overhead ladder tray. Design of CATV (Cable Television) distribution system including coaxial cabling, amplifiers, splitters for conference rooms, break rooms and other locations as determined in design.
- **Design of Audio/Visual systems** including televisions, projectors, input sources, switching electronics, cabling, control interface, and sound reinforcement for the support and aquatics building.
- **Design of access control systems** including card readers, door controllers, wiring, credentials. Design of video surveillance system including cameras, video recording hardware/software. Design of intrusion detection system including motion sensors, door contacts, keypads
- Energy code compliance documentation as required by the City of Bellevue Permit and Inspections Department.
- **Commissioning:**
  - Develop commissioning plan per project requirements, update as necessary during process and submit to Commissioning team.
  - Develop installation checklists for all relevant equipment.
  - Develop, administer, and witness construction checklists and startups.
  - Develop functional performance tests and witness for mechanical and electrical systems.
  - Provide commissioning plan updates and coordinate with Cx team for revisions, as necessary.
  - Organize and schedule relevant commissioning activities with the construction team.
  - Provide commissioning schedule documentation to be added to project schedule.
  - Attend and lead commissioning related meetings with relevance to the commissioning scope and process. Create and distribute commissioning meetings minutes.

- Provide a commissioning issue log with all commissioning deficiencies and resolutions tracked and updated during the process.
- Review and provide verification of testing, adjusting and balancing services.
- Witness and verify owning training documentation and materials are adequate and as specified.
- Provide Monthly site visits during relevant Cx construction progress and provide project updates.
- Provide Final Report containing all Cx documents including field reports, checklists, test forms and issues logs.

#### **STRUCTURAL ENGINEERING:**

- **Indoor Aquatics Water Park**
  - o Footings and foundation walls.
  - o Review shop drawings for the enclosure structure for items related to structure. This review is to make sure the correct loads were used in design and that the design was performed by a registered structural engineer. We do not review specific calculations or accept responsibility for the structure.
  - o Foundations to support slides to include approximately 20 supports required.
  - o Interior slab on grade, pool, and supports for water features are not included.
- **Support Building.**
  - o All structural elements of the building including foundations, floor framing, roof framing, bearing walls, and structural support required for exterior nonbearing facades.
- **Wave Pool Area.**
  - o Screen wall and foundations.
  - o Restroom Building.
  - o Mechanical Building.
  - o Wave pool and pool deck are not included.
- **Future enclosure of Wave Pool Area.**
  - o Provide foundations for a 235' x 185' extension of the pool enclosure structure to enclose the Wave Pool area.

#### **FOOD SERVICE:**

- The food service design scope will include an approximately 1,700 SF commercial kitchen and concession stand, a small 100 SF service pantry on the second level, and an approximately 350 SF bar.
- Food service equipment will be either specified by Foodlines or provided by the vendors.
- The design services proposed by Foodlines will include:
  - o Programming/Pre-design: We will meet with Epic Waters staff or their food service vendors to discuss serving methodologies, menu offerings, and food service staff capacity/capabilities.
  - o Preliminary equipment selections. We will also prepare an itemized preliminary estimate of the equipment cost for the project.
  - o Kitchen equipment plan, schedule, and cut sheets for use by the MEP engineers. HBA will be responsible for all casework design, with Foodlines' coordination on drop-in and countertop equipment at all casework locations.
  - o Documents shall include but may not be limited to food service equipment plans, equipment and utility schedules, custom fabrication details as required, and interior wall elevations of major equipment assemblies to identify arrangement and mounting heights.
  - o Recommendations for floor, wall and ceiling finishes, details, etc. if you wish.
  - o Review dealer and fabricator shop drawings and make corrections as necessary.
  - o Answer questions that may arise during rough-in and installation work and perform a punch list upon completion of the equipment installation.
  - o Coordinate with the food service personnel all demonstration / start-up / training sessions to be performed by the major equipment manufacturer's representatives.

## ACOUSTICS:

- Acoustical engineering is not part of the base services. See fee Article 11.

## OPENAIRE:

- The Engineering Contract is to provide engineering and shop drawings for a retractable roof waterpark enclosure as described below:

- **Main Enclosure:**

One (1) freestanding curved roof enclosure measuring 185'-0" x 319'-2" (out to out gable ends), with:

- o One (1) sidewall measuring 319'-2" long x 35'-0" high supported by a 2'-0" high concrete wall by others. For a length of 33'-4", and full height of the sidewall, the sidewall is open (no glass) at the interface with the Tower Enclosure described below.
- o One (1) sidewall measuring 319'-2" long x 35'-0" high supported by a 2'-0" high concrete wall by others. For a length of 116'-8", and a height of 24'-0", the sidewall is open where it interfaces with a conventional building (by others).
- o One (1) gable end measuring 185'-0" at the base with the sides measuring 35'-0" high from top of the 2' high supporting wall (by others).
- o One (1) gable end measuring 185'-0" at the base with approximately 124'-6" at the base, by a height of 24'-0", being open where it interfaces with a conventional building (by others).

- **Gable End Notes:**

- o At the interface with the conventional construction, the vertical columns, placed at approximately, 16'-0" extend to the 2'-0" high concrete piers (by others), at the floor.
- o The area between the columns at the interface is open (no glass), with the area extending above the roof of the conventional building being glazed with glass.
- o The height of the gable end from the top of the 2'-0" high concrete wall to the apex of the curve measures 58'-2".

- **Main Enclosure Notes:**

- o The roof of the enclosure, with a length of 319'-2", is divided into 19 bays measuring 16'-8" with 13 of the bays having two opening roof panels (one on each side of the apex), and two bays having one opening roof panel. The roof panels retract down from the apex over the fixed glazing below.
- o The enclosure is supported by a 2'-0" high concrete wall (by others), which must be adequate to support the loads imposed by the enclosure. Doors within the enclosure extend to the waterpark floor.
- o The sidewall height from the floor to the eave measures 37'-0".
- o At the areas where the sidewalls interface with the Tower Enclosure and conventional construction, the columns extend to the 2'-0" high concrete piers at the floor (by others). The area between the columns at the interface is open.

- Tower Enclosure

One curved roof tower measuring 35'-4" x 39'-3" with:

- One (1) front wall measuring 35'-4" x 74'-6" high,
- One (1) back wall measuring 35'-4" x 39'-6" high (roof of enclosure to tower eave),
- Two (2) gable ends measuring 39'-3" at the base.

Tower Notes:

- The tower length of 35'-4" is divided into two (2) bays with both bays having two opening roof panels (1 on each side of the apex), that retract down from the apex over the fixed glazing below.
- The tower is supported by a 2'-0" concrete wall (by others) which must be adequate to support the loads imposed by the tower.

The Enclosures include the following specific items:

- Design and engineering including shop drawings.
- OpenAire's thermally broken extruded aluminum frame.
- All aluminum exposed to view will be painted with a standard color baked on finish meeting AAMA 2604.
  - Notes: A. Additional colors are available, but extra costs may result depending on color chosen.
  - Hardware is stainless steel and is not painted.
  - Door thresholds are not painted.
- Sloped glazing to be 1" (25mm) multi-wall polycarbonate.
- Vertical glazing to be 1" insulating glass consisting of:
  - 1/4" clear tempered with a Low E coating
  - 1/2" air space
  - 1/4" clear tempered
  - Glass Notes: A. The vertical glass is based on the following performance:
    - Visible Light Transmission = 61%
    - U Value = .28
    - Solar Heat Gain Coefficient = .32
    - Shading Coefficient = .36
  - The above values are approximate and OpenAire reserves the right to source glass from various manufacturers who meet this performance.
- A total of thirty-two (32) motorized opening roof panels including one motor per panel, control box and wiring between the control box and motors.
- Thirty-three (33) motorized pivot windows measuring 16'-0" x 6'-0" glazed with 1" glass.
- One (1) motorized upward door measuring 10'-0" x 10'-0" glazed with 1" insulating glass.
  - Note for Items 6, 7 and 8:
  - Wire is supplied by OpenAire but installation of wire between the motors and the control box and any required conduit is by others.
- Six (6) swing doors measuring 3'-0" x 7'-0" high, glazed with 1" insulating glass and equipped with panic hardware.

- Fourteen (14) bi-fold doors measuring 16'-0" x 10'-0" high, glazed with 1" insulating glass.
- Aluminum flashing between the enclosure and adjacent construction.
- Fasteners required to anchor the enclosure to the foundation/piers.
- Complete installation by OpenAire's non-union crew.
  - Notes: A. Additional costs will be charged if a union crew or prevailing wage is required.
  - It is assumed the enclosure will be installed after the foundation is in place and before pools, slides and waterpark amenities are installed.
  - Enclosure is maintained using man lifts and articulating booms. Floor must be adequate to support the weight of this equipment. OpenAire is not responsible for damage to underground utilities.
  - If necessary during unloading and installation, closing of streets (including all permits), buying of parking meters and any police or security detail is by others.
- Delivery of materials to the jobsite.
- State Sales Tax.
- Standard 5 year OpenAire warranty against defective design, materials and construction. Paint, polycarbonate and glass are warranted against defective materials and defects in manufacturing per the manufacturer's standard warranties.

Items not included in the Enclosure Scope of Work:

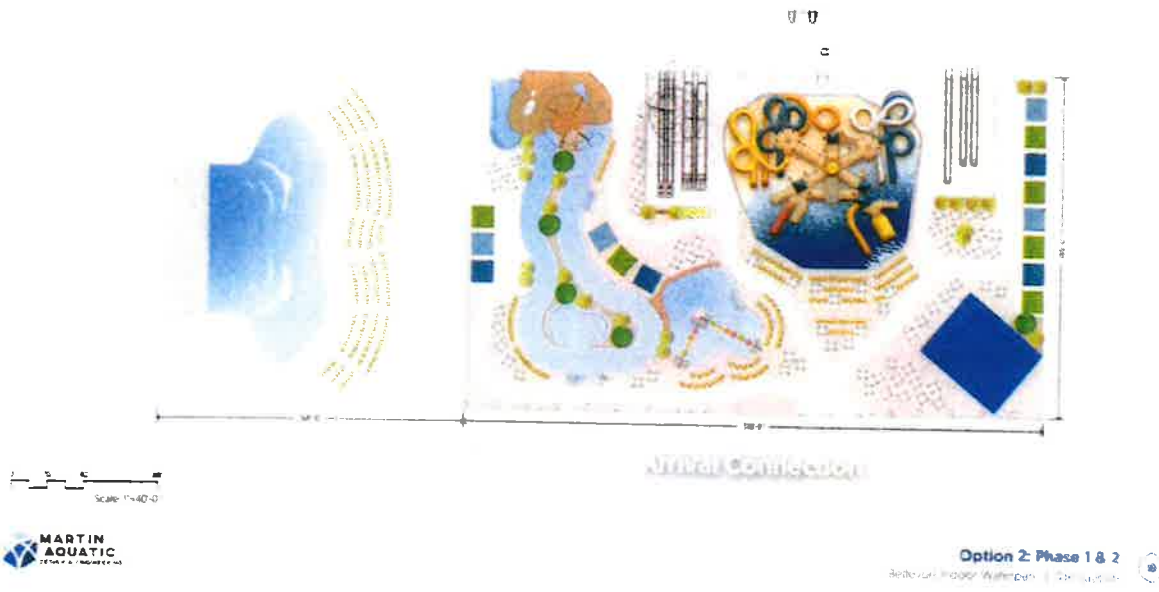
- Supporting structure including 2'-0" high supporting concrete walls and piers.
- Permits and bonds.
- Power to the control panel.
- Installation of wire and supply and install of all required conduit.
- Final cleaning (stickers, labels and excess caulk will be removed).
- Grounding of the building.
- Provision and removal of dumpsters.
- Inspection fees.
- Protection of surrounding construction.
- Protection of work after installation.
- If necessary during unloading and installation, closing of streets (including all permits), buying of parking meters and any police or security detail.
- Conventional construction.

Total Project Area - Bellevue, NE  
EXHIBIT 1



Conceptual Waterpark Design  
EXHIBIT 2

60,000 +/- SF OpenAire Structure (Natatorium)  
30,000 SF Outdoor Wave Pool Area





February 27th, 2025

**Administration:**

- NC3 schematic design phase for project reach.
- United Cities weekly meeting
- Southern Sarpy Expressway meeting with county officials.
- Good Life District planning meeting.
- Loudermill hearing.
- American Heroes Park discussion
- Meeting with OPPD board member for project needs.
- NEDA Legislative Day.
- Meeting with Councilwoman Collins for orientation.
- League meeting regarding cleanup bill for LB461.
- Meeting with T. Albers regarding Papio Trail detour.
- Planning meeting with ARM and HBA for Water Park.
- Meeting with Dan Hoins SCCWWA updates.
- Follow-up meeting with Sarpy regarding Hwy 34 expansion.
- SDLEA meeting
- United City bill reviews.
- Meet with OPPD executive team for project Big.
- Inland Port meeting
- Meeting with downtown business for future development.
- League Conference
- Whitted Creek public meeting
- Mission Streetscape planning.
- 

**Permits:**

- 738 inspections performed
- 2 new permits for single-family residential dwellings

**Planning:**

- Conducted interviews for the Multijurisdictional Housing Resilience Plan
- Attended a meeting regarding the Platteview Road Expressway with Sarpy County officials
- Conducted a pre-application meeting for a new industrial development

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- Conducted a pre-application meeting for a single-family residential missing middle project
- Presented the Comprehensive Plan to MAPA RPAC officials

**Police: See (Attached)**

**Library: ( See Attached)**

**Fire: (See Attached)**

**Finance**

**Public Works**

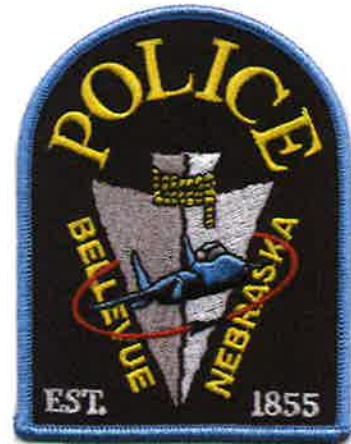
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: February 2025 Directors Report

DATE: February 28, 2025



- 2/03 – City Council Meeting
- 2/07 – Police Chief’s Association of Nebraska – Legislative Call
- 2/12 – Senate Testimony – LB206
- 2/13 – National Policing Institute Executive Fellows Meeting
- 2/18 – Meeting with 55<sup>th</sup> SF Commander
  - City Council Meeting
- 2/24 – SDLEA Board Meeting
  - Mayor’s Youth Council Meeting
- 2/28 – Employee Appreciation – DJ’s



# Bellevue Public Library

## FY2023-2024 In Review



**Library Visits – 127,446**

**Items Borrowed – 380,184**

**Wifi Connections – 22,984**

**Computer Sessions – 4,699**

**Library Programs – 1,678**

**Program Attendees – 17,660**

**Cardholders – 34,788**

**New Cardholders – 1,028**

**Reference Questions – 11,566**

**Website Visits – 200,381**



### BPL Moves to New Location:

- The library moved to its new location at 2206 Longo Dr., Ste. 100, after 49 years of service at the Lincoln Road location. A ribbon-cutting and sneak peek at the new building was held on Oct. 1.
- Preparations to open the new building topped activities during the year, including weeding collections, tagging all items with RFID (Radio Identification Frequency) stickers, and installing

RFID hardware and software. Three new self-checks were added.

- New furniture for the Longo Drive building began arriving in July, with new shelving following. Staff and contracted movers helped transfer furniture and the collection to the new building. The library was closed Aug. 31 to Oct. 7 for the move.
- Features of the new building include a drive-through, study rooms, more meeting space, an enhanced makerspace, and defined teen and children's areas.

**Financials**

The financial results for the year-to-date ended 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 2/27/2025.

**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.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 2/24/2025

#### **A. General Items:**

- QA/QI
- Paramedic students doing well. They have completed their cardiac bloc.
- We have been informed Zoll will no longer be supporting our records management system. We are looking into alternatives.
- Individual meeting with all paramedics completed.
- Created and distributed a survey to the paramedic students to gauge effectiveness of our preceptors

#### **B. Training:**

- Preparing for recruit academy – start date March 17<sup>th</sup>
- Rural water training – company school
- Completed annual service on Training Tower
- Meeting with Architect to review plans for new Training building
- Training on new A/V equipment in classrooms
- EMS Culture and Safety
- Humane Trafficking
- New Bellevue University athletic facility tour and familiarization.

#### **C. Inspections:**

- Plan review fire sprinkler 1000 Galvin Rd S. Bellevue University.
- Plan review remodel 2109 Town Centre Dr. Walmart.
- Plan review remodel 1506 Galvin Rd S. Taco Bell.
- Plan review remodel 2500 BMC Dr.
- Fire sprinkler plan review 2510 BMC Dr. Starbucks.
- Remodel plan review Bellevue University 812 Bruin BLVD.
- Plan review Auto Zone 2404 Towne Centre Dr.
- Plan review Above & Beyond Therapy 4912 Shannon Dr.
- Plan review fire sprinkler 2002/2004 Gregg Rd.





## City of Bellevue

### Fire Department

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#### D. Fire Prevention/Public Education

- 3 new Smoke and CO detector installs
- 2 Detector battery replacement encounters for elderly citizens
- 2 Whole house detector swap outs.
- 1 large group presentation

#### E. Calls: January 28<sup>th</sup> through February 25<sup>th</sup>

Fire – 128

Rescue – 373

#### F. Ambulance Billing

January 1-31, 2025

\$ 407,850.40 in claims sent to health insurance companies Jan. 1-31, 2025 (465 insurance claims).

<\$183,832.68> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$407,850.40)

=====

**\$ 224,017.72** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

**\$ 159,937.75** deposited into the bank Jan. 1-31, 2025

**11,326.26** additional revenue in Credit/Debit/HSA card payments

=====

**\$ 171,264.01 TOTAL** Jan. 1-31, 2025 rescue fee revenue

**\$ 357,730.41** This figure represents the total “patient responsibility” balance due for the past 30-180 days.



# City of Bellevue

## Fire Department

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### F. Manpower Report Staffing

#### Staffing Report from 11/27/2025 through 2/2/2025

Monday	AM	T31	3 person	
Monday	PM	Full		
Tuesday	AM	E1,T21	3 Person	
Tuesday	PM	T21, T31	3 Person	
Wednesday	AM	E41	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	E1, T31, E41	3 Person	
Thursday	PM	T31	3 Person	
Friday	AM	E41	3 Person	
Friday	PM	E1, T21	3 Person	
Saturday	AM	E1, T31, E41	3 Person	
Saturday	PM	E1 3 Person	T31 Closed	No EMS
Sunday	AM	E1, T21	3 Person	
Sunday	PM	E1,T21,T31	3 Person	E41 Closed

#### Staffing Report from 2/3/2025 through 2/9/2025

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



# City of Bellevue

Fire Department

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## Staffing Report from 2/10/2025 through 2/16/2025

Monday	AM	E1, T21, T31, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	E21, E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	T21, T31, E41	3 Person	
Wednesday	PM	T21, T31, E41	3 Person	
Thursday	AM	E21	3 Person	
Thursday	PM	T31	3 Person	
Friday	AM	E1,E21, T21, E41	3 Person	
Friday	PM	E1	3 Person	No Battalion-2
Saturday	AM	E1,E21, T21, E41	3 Person	No Battalion-2
Saturday	PM	E1,E21, T21, E41	3 Person	
Sunday	AM	E1,E21, T21, E41	3 Person	
Sunday	PM	E1,E21, T21, E41	3 Person	

## Staffing Report from 2/17/2025 through 2/23/2025

Monday	AM	Full		
Monday	PM	T31	3 Person	
Tuesday	AM	T31, E41	3 Person	
Tuesday	PM	E1, T31, E41	3 Person	
Wednesday	AM	E1, T21, E	3 Person	
Wednesday	PM	T21	3 Person	
Thursday	AM	Full		
Thursday	PM	T31	3 Person	
Friday	AM	E1, T21, T31, E4	3 Person	NO EMS
Friday	PM	T31	3 Person	
Saturday	AM	T31	3 Person	
Saturday	PM	Full		
Sunday	AM	E1, T21, T31, E41	3 Person	
Sunday	PM	E1, E21	3 Person	



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

## Public Works Director's Report

February 28, 2025

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

### **Public Works Administration:**

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- Reviewing Inspection Reports of the Fort Crook Bridge
- Working with Consultant to develop PW Dept Strategic Plan
- Reviewing Department Capital Purchases
- Finalizing 2025 Construction Projects
- Water Park Project Coordination

### **Engineering:**

---

- Various project management projects
  - 2025 Concrete Rehab Project is closing out
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
- Planning and P&I plan review as needed
- Projecting 2025 Projects and getting Proposals for Engineering work
- Held Public meeting for Whitted Creek Drainage Project

### **Parks:**

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- Winter Programs Ending
- Registration for Summer Programs
- Haworth Park Fence Contract
- Tree Maintenance and Trimming in various parks
- Playground Inspections

- Winter maintenance equipment inspections

***Street Maintenance:***

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- Cleaning equipment used in February snow storms
- Ordering sand gravel and salt for winter operation
- Pothole repairs
  
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD
- Working with Olsson Associates on Hwy 370 Signal Timing Study

***Waste Water:***

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- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Consultant work
  - CIPP Design Process
  - Quail Creek Lift Station plans
  - Bluff Street Lift Station plan
  - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

***Fleet:***

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

***Building Maintenance:***

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- Misc Painting jobs
- Window contract at Dist III Fire Station
- Typical maintenance all city facilities
- Closed out indoor work and moving toward outdoor work