

Bellevue City Council Meeting

Tuesday, April 15, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Acknowledge receipt of the March 4, 2025 Tree Board Minutes.
 2. (*) Acknowledge receipt of the March 27, 2025 Planning Commission Minutes.
 3. (*) Approval of the April 1, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Presentation from Forvis on the Audit & Financial Statement for Fiscal Year 23-24, ending September 30, 2024. (Finance Director)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Jennifer Miller as manager for Kum & Go LLC dba "Kum & Go located at 13905 Williamsburg Drive, Bellevue, NE 68123.
(City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4181: Request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight , being a plat of Lot 72, Kennedy Town Center and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval of Lot 2, Kennedey Towne Center Replat Eight, for the purpose of an automobile dealership. Applicant: Oxus, LLC. General Location: South 22nd Street and Kennedy Avenue. (Planning Director)
 1. Small Subdivision Plat Lots 1 and 2, Kennedy Town Center Replat Eight.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4182: Request to approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.
Applicant: City of Bellevue. (Planning Director)
 - b. Ordinance No. 4183: Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for the de-annexation of Offutt AFB property. Applicant: City of Bellevue. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4184: Request to vacate all of the right-of-way within the limits between 18th

& 20th Street, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zarembo Group, LLC. General Location: Southeast Corner of West Chandler Road and South 22nd Street. (Planning Director)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Proposal with MacQueen Equipment for (1) Pierce Velocity PUC Tanker and (1) Pierce Velocity Heavy Duty Rescue-Non-Walk-In for the Fire Department, in an amount not to exceed \$3,560,000.00. (Fire Chief)

b. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Bellevue Junior Sports Association for B-23 CDBG funding, in an amount not to exceed \$6,000.00. (Finance Director/CDBG Program Specialist)

c. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Lift Up Sarpy County for B-23 CDBG funding, in an amount not to exceed \$12,919.13. (Finance Director/CDBG Program Specialist)

d. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Habitat for Humanity of Sarpy County for B-23 CDBG funding, in an amount not to exceed \$36,137.00. (Finance Director/CDBG Program Specialist)

e. Approve and authorize the Mayor to sign the Professional Services Agreement with RDG Planning and Design Inc. for the CDBG-DR Multijurisdictional Housing Resilience Plan, in an amount not to exceed \$425,000.00. (Planning Director/CDBG Program Specialist)

f. Approve and authorize the purchase of a pad foot roller for maintenance work with Logan Contractor's Supply, in an amount not to exceed \$38,777.00. (Public Works Director/Streets)

g. Approve final payment application for Closing of 2024 Concrete Projects, Package 2, with Earnest Construction Group Inc., in an amount of \$60,324.33. Approve Final Change Order, in the amount of \$101,296.67. Approve project as substantially complete, and accept final project quantities and authorize the Mayor to sign. (Public Works Director)

h. Approve and authorize the Mayor to execute (upon the receipt of the insurances and bonds by Public Works Dept.) the Notice of Award and the Agreement with Midwest DCM for Everett Park Pickleball Courts and Parking Lot, in an amount not to exceed \$243,460.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement with HGM Associates for right-of-way services for the reconstruction of the box culvert wing wall located at Cary Street and Fort Crook Road in an amount not to exceed \$4,975.00. (Public Works Director)

j. Approve and authorize the Mayor to sign Supplement #3 to Agreement with Benesch for Capehart Road Improvements - 27th Street to 36th Street, in an amount not to exceed \$24,444.00. (Public Work Director)

k. Approve and authorize the Mayor to sign the Agreement with HGM Associates to provide design engineering services for the Fort Crook Bridge Closure - Traffic Control Plan, in an amount not to exceed \$2,280.00. (Public Works Director)

l. Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Co. for the 2025 Overlay Projects, in an amount not to exceed \$236,659.00. (Public Works Director)

m. Approve and authorize the Mayor to sign the Proposal with McGill Restoration for the restoration/painting of 1510 Wall Street, in an amount not to exceed \$10,400.00. (Public Works Director)

n. Approve and authorize the Mayor to sign the Agreement with the City of Omaha for the processing of yard waste, in an amount of \$22.21 per ton, for a five-year term, ending

December 31, 2030. (Public Works Director/ Wastewater & Solid Waste Superintendent)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(April Report will be attached to May 6th Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue
Tree Board minutes

March 11, 2025

Attendance - Don Preister, Nancy Scott, and Deborah Woracek were present. Jim Shada and Dave Goedeken also attended the meeting. Kathy Radosta and Rob Clatterbuck were absent. Tom Mruz and Scott Evans were excused. Don presided over the meeting.

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions. She reminded all that she will add the hours and miles for today's meeting.

Minutes of the previous meeting - Don asked about the February's minutes. Nancy made a motion to approve the minutes of the Feb. 11, 2025, meeting. Deborah seconded the motion. All present approved the motion. Don requested an email be sent to the other Board members for their input. **Deborah will send the email to the other board members this afternoon for approval or not. Deborah will then send them to the City of Bellevue to be filed.**

Parks Report – We were honored to have both Jim Shada, Recreation Coordinator, and Dave Goedeken, Public Works Director, attend the meeting. Jim updated us on the parks and what is going on at this time. The park staff are working on preparing and installing a pickleball court at Everett Park after removing old Cottonwood Trees. Park staff is beginning to mulch in American Heroes. A playground is planned for that park as well. He mentioned one shelter in Everett is extremely old and needs to be torn down. After the construction at Everett the staff will landscape the park. Dave reported that he is in communication with the Omaha workers in Banner Park and they hope to be finished by the end of April depending on the spring weather. Don explained our plan to mark some of the younger trees in the park as well as planting more trees for our Honor

and Remember Forest. Don, Jim, and Dave will make plans to meet in the park at the end of April to see if we could hold our tree festival and tree giveaway there. Don asked if the parks department had Jo's data about the ash trees in the tree inventory. Jim replied that at this time the staff are trimming those trees. It was pointed out that the city has a new water truck for use after any plantings. A discussion followed about the invasive honeysuckle and Ailanthus in the city. All agreed it is a large problem that needs addressing, possibly by dividing the city into various sections. Dave said this is a problem he intends to address in future planning. The Board appreciated that Jim and Dave took the time to attend the meeting.

Old Business:

Year End Report update – Don thanked Nancy for her fabulous photos and for her report given to the City Council on March 4, 2025. He said the whole Council commented on how good our report was this year. Don then mentioned that many of the public will access the video of the Council meeting through other social media sites such as Youtube, Bellevue's city website or Bellevue channel 17. He also thanked Deborah for attending the Council meeting. Nancy said she also presented at Gretna's tree board event. After a discussion, it was decided that we should try to have more collaborations with nearby tree boards. Gretna's large tree board gives excellent programs. We will try to have them help with our Tree Festival.

Arbor Day – Don reported that he has had no firm commitments for tree plantings. St. Bernadette's decision will come from their Parish Priest but, they are interested. Also interested is Pawnee elementary and their decision will come from their principal. **Don will keep in touch with both locations and will email Papiio-Valley Nursery to obtain their list of available trees.** He has requested an official city proclamation. **The proclamation will be read at the April 1 Bellevue City Council meeting. Don would like all Board members available to attend the 6 pm meeting.**

Earth Day – Don reminded all present that we will decide on staff for our 2 Earth Day events at our April 8th meeting. Bellevue's Earth Day will be held at Bellevue University on April 13 from 11-3. We will also have a booth at Omaha's Earth Day which will be on April 26 in Elmwood Park from 10-4.

Tree Festival/Tree Giveaway – Don had explained our tentative plans for the festival and tree giveaway to Dave and Jim. **Don will begin organizing this and will have several people begin looking for grants to help pay for the festival and tree giveaway etc. He will contact Jim Ristow about this initially.** The Honor and Remember Project already has 50 names to be included. Nancy asked if the tree giveaway would be set up like the one recently held in South Omaha. If so, people

would need to sign up in advance in order to get a free tree. **Don will approach Papiio-Valley about this as well. He wants the trees to be native deciduous trees.** A short discussion was held with various ideas and possible vendors mentioned. More will be covered in our upcoming meetings. It is hoped that the vendors and educational booths be self-sufficient for this event as the tree board will be planting trees.

Roles - Deborah provided copies of the draft of the roles for members of the tree board. They are President, Vice President, Secretary, and General Member. Don asked for them to be put into the same font and for them to be printed as a 1-page document. Nancy moved and Don seconded the motion to accept these roles with the requested changes to them. All present voted to accept the drafts with the requested changes. A discussion of the placement of the 2 logos and the colors used followed. Don mentioned that the city staff had used our logo with the addition of green for the tree top to enhance the logo. Deborah requested a colored template from the city staff. **Don will request a template be made for use by the board. . Deborah will email information to the whole Board about the role documents, and she will ask for a vote from the absent members.** She has previously sent copies of the role documents to the members of the board.

New Business - There being no further business Don and Nancy moved and seconded that we adjourn the meeting. All present approved. Our next meeting will be on April 8, 2025, at 9am.

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

Tentative agenda for April 8, 2025

Attendance
Volunteer Hours
Approve the March 11,2025 minutes
Park Report – Jim
Old Business
Arbor Day:
Earth Day
Clean up days & mulching days
Bellevue 411 articles
Social media options using Canva
New or returning Board Members
Renewing the Board to Council
New Business
Tree City USA Growth Award
County Tree Festival
Winter projects for next winter

MINUTE RECORD

Bellevue Planning Commission Meeting, March 27, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, March 27, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Bennett, Hankins, Yoder, Ackley, and Lasenburg. Absent were Commissioners Aerni, Sims, Taylor-Jones, and Perrin. Also present was Tammi Palm, Planning Director.

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

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

Motion was made by Ackley, seconded by Lasenburg, to approve the minutes of the February 27, 2025 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterback GST Exempt Trust. General Location: Normandy Blvd. and Grenoble Dr. Case #: Z-2502-02.

Hankins asked staff for updates. Palm stated there were no updates and gave a brief summary of the request. She said the applicant has requested a thirty-day continuance to the April 24th Planning Commission meeting. Palm said they are working through some engineering issues and were not ready to present their request. Palm stated staff is supportive of the request.

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

MOTION was made by Yoder, seconded by Ackley to APPROVE a request for continuance to the April 24th Planning Commission meeting for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterback GST Exempt Trust. General Location: Normandy Blvd. and Grenoble Dr. Case #: Z-2502-02. Upon roll call, all present voted yes. MOTION carried unanimously.

Meeting adjourned at 6:06 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

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4/15/2025

Bellevue City Council Meeting, April 1, 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 April 1, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

Also present were Acting City Administrator Chief Clary 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 Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of 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, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the March 18, 2025 City Council Minutes and Acknowledge receipt of the Complete Streets Annual Report. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS:

Proclamation declaring April 13, 2025 as "Earth Day" in Bellevue, Nebraska.

Mayor Hike read the proclamation declaring April 13, 2025 as "Earth Day" in Bellevue, Nebraska.

Proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, Nebraska.

Mayor Hike read the proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, Nebraska. Ms. Adelina Foss, 13401 South 30th Street, Bellevue, President of Sustainability Club, Bellevue West High School, spoke on the environment and Earth Day.

Mr. Aari Patel, 1209 Fort Crook Road, Bellevue West High School, spoke on behalf Earth Day and Arbor Day.

Ms. Lisa Connell, 1509 Brenda Drive, spoke regarding composting and the effects on the environment.

Ms. Isabella Jaskot, 3214 Campbell Court, supplied statics on composting, landfill, composting, and the share bin at Bellevue East in the first week.

Proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, Nebraska.

Mayor Hike read the proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, Nebraska.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Mrs. Judy Mansisor - Topic of Consideration - LB214 Newborn Safety Devices.

Mayor Hike announced Mrs. Mansisor withdrew her request to speak this evening.

MINUTE RECORD

Bellevue City Council Meeting, April 1, 2025, Page 2

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

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)

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. 4136 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 was read for the third and final time.

Motion was made by Welch, seconded by Collins, to approve 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.

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

Request to preliminary plat Lots 1 through 5, Bellevue Entertainment District.

Motion was made by Welch, seconded by Collins, to approve request to preliminary plat Lots 1 through 5, Bellevue Entertainment District. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4181: Request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a plat of Lot 72, Kennedy Town Center and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval of Lot 2, Kennedy Towne Center Replat Eight, for the purpose of an automobile dealership. Applicant: Oxus, LLC. General Location: South 22nd Street and Kennedy Avenue. (Planning Director)

Ordinance No. 4181: 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 22nd Street and Kennedy Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Harvey Atamov, 2323 South 63rd Circle, Omaha, spoke on behalf of Oxus LLC. He stated he is the owner of the car dealership.

Councilwoman Welch questioned Mr. Atamov what separates his dealership from others. Mr. Atamov replied he sells quality vehicles, his dealership is transparent, purchasing a vehicle is an easy process, and the customer service. Conversation ensued.

Councilman Preister questioned if the vehicles are preowned. Mr. Atamov responded yes. Councilman Preister asked where the vehicles are purchased from. Mr. Atamov replied typically through auctions. He explained the vehicles are typically five years old or newer.

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 April 15, 2025.

Small Subdivision Plat Lots 1 and 2, Kennedy Town Center Replat Eight.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the final vote will be heard at the Council meeting on April 15, 2025.

MINUTE RECORD

6.
4/15/2025

CLAIMS FOR 2025/04/15

PAGE 1

MAYOR

BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	BELLEVUE CHAMBER-THE STATE OF BELLEVUE	390.00
		<u>\$ 390.00</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	2025-02/20-03/19 COPIER EXPENSE	181.21
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	181.87
MENARD	CLEANING SUPPLIES	3.07
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	264.11
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	62.58
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	174.29
		<u>\$ 900.08</u>

LEGAL

HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	32.09
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	46.61
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	31.81
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	55.69
		<u>\$ 166.20</u>

CABLE ADVISORY

COX BUSINESS SERVICES	2025/03/19-04/18 MONTHLY SERVICE	9.04
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	160.47
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	233.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	26.33
		<u>\$ 449.06</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2025/02/26-03/25 COPIER EXPENSE	118.91
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	278.15
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	403.91
SARPY COUNTY REGISTER OF DEEDS	FILING FEES	266.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	20.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	26.52
		<u>\$ 1,114.24</u>

FINANCE-RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	2025-02/20-03/19 COPIER EXPENSE	240.68
CAPITAL BUSINESS SYSTEMS, INC	2025/02/21-03/20 COPIER EXPENSE	13.77
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	235.36
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
J P COOKE COMPANY	2 CUSTOM STAMPS FOR FINANCE	174.20
JEREMY JOHNSON PHOTOGRAPHY	BUSINESS PORTRAIT	85.00
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	341.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	78.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	132.39
		<u>\$ 1,331.86</u>

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2025/02/28-03/30 COPIER EXPENSE	163.84
CENGAGE LEARNING, INC	BOOKS	850.91
CENTURY LINK	2024/12/11-2025/01/10 MONTHLY SERVICE	444.74
CENTURY LINK	2025/01/11-02/10 MONTHLY SERVICE	187.43
CENTURY LINK	2025/02/11-03/10 MONTHLY SERVICE	201.62
CENTURY LINK	2025/03/11-04/10 MONTHLY SERVICE	214.00

MINUTE RECORD

CLAIMS FOR 2025/04/15

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LIBRARY (cont'd)

INGRAM BOOK COMPANY	BOOKS	2,537.72
SCOTT WELCH	2025/04/30M WEB HOSTING & SUPPORT	125.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	75.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	97.68
VERIZON WIRELESS	2025/03/17-04/16 MONTHLY SERVICE	120.03
		<u>\$ 5,018.67</u>

ADMINISTRATIVE SERVICES/PERSONNEL

COLUMN SOFTWARE, PBC	LEGAL AD	20.18
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE307746	181.87
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	PHYSICAL TESTING	190.00
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	264.11
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	233.79
ONE SOURCE	2025/03/01-04/01 BACKGROUND CHECKS	218.55
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	69.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	72.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	96.16
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	1,696.75
		<u>\$ 3,073.25</u>

CODE ENFORCEMENT

HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE195089	48.11
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	57.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	71.27
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	596.94
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	131.62
GREAT PLAINS UNIFORMS	UNIFORM POLO, PANTS, EMBROIDERING	295.98
TIM ROSE TREE SERVICE	REMOVE SILVER MAPLE TREE-914 DOUGLAS DR	1,299.00
TRAVELERS	2025/03/31M PAID LOSS RECOVERY	271.50
		<u>\$ 2,771.65</u>

PUBLIC WORKS

HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE195089	80.79
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS 2023-2024 THRU 2025/01/31	11,878.72
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS 2023-2024 THRU 2025/01/31	864.44
HGM ASSOCIATES INC	BPW-BRIDGE INSPECTIONS 2023-2024 THRU 2025/02/28	4,744.43
JEO CONSULTING GROUP, INC	BPW-250119 PW STRATEGIC PLANNING THRU 2025/03/14	9,807.50
MATRIX BUSINESS SYSTEMS INC	2025/03/31M COPIER EXPENSE	174.01
OLSSON ASSOCIATES	BPW-240802 BELLEVUE WATERPARK INFRASTRUCTURE THRU 2025/03/08	82,361.70
OLSSON ASSOCIATES	BPW-240802 BELLEVUE WATERPARK INFRASTRUCTURE THRU 2025/02/01	49,891.22
OLSSON ASSOCIATES	BPW-240802 BELLEVUE WATERPARK INFRASTRUCTURE THRU 2024/11/30	26,955.90
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	221.03
ONE CALL CONCEPTS	2025/03/31M LOCATES	1,098.21
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	69.00
SARPY COUNTY REGISTER OF DEEDS	FILING FEES	28.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	67.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	104.24
		<u>\$ 188,347.13</u>

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CLAIMS FOR 2025/04/15

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PARKS

A-RELIEF SERVICES	2025/02/25-03/24 PORTABLE RESTROOMS-AHP	327.00
A-RELIEF SERVICES	2025/03/02-03/29 PORTABLE RESTROOMS-SWANSON PARK	199.00
CAPITAL BUSINESS SYSTEMS, INC	2025/02/18-03/17 COPIER EXPENSE	20.84
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	107.39
CREATIVE SITES, LLC	BPW-250110 AHP PLAYGROUND EQUIPMENT	940,075.20
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE697770	811.81
HUGHES TREE SERVICE	TREE REMOVAL DUE TO STORM-WHITTED CREEK	1,400.00
METROPOLITAN UTILITIES DIST	2025/02/05 MONTHLY SERVICE	4.46
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	583.96
MVP DISC SPORTS, LLC	DISC GOLF-ASPEN	7,450.36
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	299.00
SITEONE LANDSCAPE SUPPLY	FERTILIZER	801.54
TY'S OUTDOOR POWER & SERVICE	REPLACE BACK WINDOW ON VENTRAC	692.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	70.57
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	85.77
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	2,188.44
		\$ 955,117.59

RECREATION

B&D DIAMOND PRO	CLAY, DUST FOR BALLFIELDS	103.00
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	83.39
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	516.45
KATHERINE NESBIT	REFUND FOR SWIMMING LESSONS	240.00
MIDWEST IMPRESSIONS	SOCCER JERSEYS WITH LOGO	2,343.60
MIDWEST IMPRESSIONS	FLAG FOOTBALL JERSEYS WITH LOGO	1,196.00
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	92.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	16.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	30.12
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	212.45
		\$ 4,834.00

FACILITY MAINTENANCE

COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	107.39
ALFRED BENESCH & COMPANY	BPW-250101 BIORETENTION GARDEN 2025/02/10-03/09	2,760.33
CERRIS SYSTEMS NORTH CENTRAL, INC FILTER SHOP	TRIPPING ON HIGH HEAD PRESSURE FILTERS	625.25 529.30
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,299.04
HEARTLAND NATURAL GAS LLC	ADD'L CHARGES FOR HEARTLAND NAT GAS	444.61
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE387012	630.06
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE531772	330.62
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE537731	98.79
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 ILA057815	159.83
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 ILA068052	233.61
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 NGM351570	1,988.98
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDGS	143.84
NEBRASKA STATE FIRE MARSHALL AGENCY	2025/03/11-2026/03/10 BOILER CERTIFICATE	36.00
OMAHA DOOR & WINDOW COMPANY, INC	CHECK WASH BAY DOORS, REPLACE GARAGE DOORS-PARKS, TRAINING SITE	8,040.55
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	36.81
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	82.51
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	161.00
STAN HOUSTON EQUIPMENT COMPANY,	RENTAL OF BOOM- STREET SALT SHED, FREIGHT	675.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	66.92
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	82.70
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	900.01
		\$ 19,433.15

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CEMETERY

A-RELIEF SERVICES	2025/02/22-03/21 PORTABLE RESTROOMS	199.00
CAPITAL BUSINESS SYSTEMS, INC	2025/04/06-05/05 COPIER EXPENSE	15.45
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2025/03/22-04/21 MONTHLY SERVICE	91.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	22.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	26.99
		<hr/>
		\$ 438.82

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2025/02/10-03/09	12,645.00
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	15.00
CONCRETE SUPPLY, INC	CONCRETE	972.50
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	254.41
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV 2025/02/23-03/29	3,871.77
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE231905	685.55
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE642709	642.26
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE697769	596.49
INDEPENDENT SALT CO	SALT/ICE CONTROL	21,037.63
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK DRAINAGE IMP 2025/01/25-02/21	81,945.93
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATER 2025/01/25-02/21	1,161.06
JEO CONSULTING GROUP, INC	BPW-250120 INDUSTRIAL RD DRAINAGE IMP THRU 2025/03/21	11,956.25
JEO CONSULTING GROUP, INC	BPW-240118 FT CROOK RD BRIDGE 2024/10/30-2025/01/10	26,653.14
LOGAN CONTRACTORS SUPPLY	HAND WINCH, HAND EDGER, CONC PLACER, PRIMO GOLD, SCRAPER BROOM, SHOVELS	4,592.50
METRO LEASING	LEASE 8748-INT'L TRUCKS (6)	26,954.86
MICHAEL TODD INDUSTRIAL SUPPLY	STEEL TUBE FOR BARRICADE	1,582.50
MID-AMERICAN SIGNAL	AC SURGE PROTECTORS	635.75
MURPHY TRACTOR	UNDERPAID INV 2405969 FOR JD BACKHOE	552.95
OMAHA PUBLIC POWER DISTRICT	2025/01/31-03/03 MONTHLY SERVICE	229.38
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	34.69
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	239.39
OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	10,531.63
PRECISE MRM LLC	2025/02/28M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	2,369.66
SUBSURFACE SOLUTIONS	2025/04/01-2026/03/31 SUBSURFACEMAPS	360.00
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS RECONSTRUCTION 2025/02/01-02/28	18,067.50
TRAVELERS	2025/03/31M PAID LOSS RECOVERY	1,325.00
UMB BANK - TRUST OPERATIONS	HIGHWAY ALLOCATION PLEDGE BONDS	58,500.00
UNION PACIFIC RAILROAD COMPANY	BPW-210719 SCHILLING DRIVE- UNION PACIFIC RR AGREEMENT	2,968.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	259.92
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	330.58
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	14,199.23
		<hr/>
		\$ 307,367.43

FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	GREASE	409.50
ARNOLD AUTO	AIR ELEMENT, FLOOR LINER, TIRE CHAINS, WIPER MOTOR	643.00
AUTOMOTIVE WAREHOUSE DIST, INC	PICO PARTS, RAYBESTOS PARTS, BALDWIN PARTS, PERMATHEX PARTS, KURT PARTS	1,293.70
CAPITAL BUSINESS SYSTEMS, INC	2025-02/20-03/19 COPIER EXPENSE	171.68
CORNHUSKER INTERNATIONAL TRUCKS	2 REMAN KITS, TUBE ASSY, SENSOR	7,426.27

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FLEET MAINTENANCE (cont'd)

COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	107.39
FACTORY MOTOR PARTS CO	EXHAUST SENSOR	183.49
GALVIN GLASS	WINDSHIELD REPAIRS/RECALIBRATION, SIDE WINDOW IN LOADER	2,314.88
GRAINGER	MULTIMETER FUSE	14.35
HEARTLAND NATURAL GAS LLC	25/03/03-25/02/03 BHE262116	1,273.80
MATHESON TRI-GAS INC	ALUMINUM WIRE FOR FAB	14.69
NAPA AUTO PARTS	FUEL FILTERS, ACCESSORIES	557.05
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CONTACT SHROUD/TOWER, TY-RAP, WASHERS, HEX NUTS, BOLTS, SCREWS, TERMINALS	261.57
PAUL LUCHT & SONS, INC	ALIGN FRONT AXLE-TRUCK21	1,069.80
TY'S OUTDOOR POWER & SERVICE	WELDMENT HB580 BRUSH	784.29
TY'S OUTDOOR POWER & SERVICE	TRIP/RETURN SPRING, TAP-ENDS	119.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	145.46
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	184.66
UPS STORE	SHIPPING CHARGES	91.33
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	557.76
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	165.74
WOODHOUSE PLATTSMOUTH	TERMINAL KIT-WIRE REPAIR, WIRE ASSY, COOLING SENSOR	761.36
		\$ 18,551.55

SOLID WASTE

PAPILLION SANITATION	2025/03/04-03/11 GLASS RECYCLING	452.64
		\$ 452.64

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	2025/02/18-03/17 COPIER EXPENSE	69.45
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE195089	73.08
J P COOKE COMPANY	NAME PLATE-YODER	53.72
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	199.92
PAPIO MISSOURI RIVER NRD	2025/04/01-2026/04/01 PAPILLION CREEK WS PARTNERSHIP DUES	33,700.00
TAMMI PALM	REIMB MILEAGE AND PER DIEM FOR CONFERENCE	303.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	28.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	41.20
		\$ 34,468.87

PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	2025/02/18-03/14 COPIER EXPENSE	177.32
CORNHUSKER AUTO WASH	2025/01/31 CAR WASHES	42.99
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE195089	97.64
NEBRASKA.GOV	TESTING FEE FOR NEW SOFTWARE-1332366	1.00
NORATEK SOLUTIONS INC	2025/04/03-2026/04/02 WORKPLACE SAFETY SOFTWARE	3,440.00
NORATEK SOLUTIONS INC	DATA LOAD FROM EXISTING SYSTEM INTO PERMITS MGT	13,650.00
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	267.12
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	81.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	105.07
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	712.01
		\$ 18,574.43

POLICE

AMAZON WEB SERVICES, INC	2025/03/31M WEB SERVICES	1,056.03
AT&T MOBILITY-CC	2025/01/05-02/04 MONTHLY SERVICE	46.22
AT&T MOBILITY-CC	2025/02/05-03/04 MONTHLY SERVICE	878.28
BELLEVUE PRINTING COMPANY	PRINTING-FIELD INTERVIEW CARDS	780.00
CAPITAL BUSINESS SYSTEMS, INC	2025/02/17-03/16 COPIER EXPENSE	273.28
CCAP AUTO LEASE	2025/04/30M USPIS VEHICLE LEASE	696.68

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POLICE (cont'd)

SARPY COUNTY TREASURER	DUPLICATE VEHICLE TITLES	42.00
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	74.00
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	558.97
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	52.80
FIRST INTERSTATE BANK	SUBPEONA FEE	37.50
GALL'S, LLC	DEFENSE SPRAY CANS	53.12
GREAT PLAINS UNIFORMS	BALLISTICS VESTS W/CARRIER-MCGINN, LARR	2,000.00
HARRIS DECALS INC	VINYL NUMBERS FOR CRUISERS	474.76
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE195089 Police	1,730.25
HOPE VALENTINE, LLC	MENTAL HEALTH - 4 HRS	600.00
HYUNDAI MOTOR FINANCE	2025/04/30M LEASE PMT - HIDTA-DEA-SIMONES	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
J P COOKE COMPANY	NOTARY STAMP - MARRS	65.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.41
MATRIX BUSINESS SYSTEMS INC	2025/03/31M COPIER EXPENSE	188.53
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	4,733.78
PORTABLE COMPUTER SYSTEMS, INC	2025/03/01-2026/02/28 ABSOLUTE SECURE ACCESS EDGE	656.80
POWERDMS, INC	2025/04/01-2026/03/31 POWERPOLICY	8,479.81
TRAVELERS	2025/03/31M PAID LOSS RECOVERY	372.50
TRED-MARK COMMUNICATIONS	INSTALL WIRING FOR SURVEILLANCE CAMERA PACKAGE-PD	510.00
TRISTAR	PREFUND REQUEST-21846333	40,216.00
TX PAPHILLION LLC	2025/03/31M CAR WASH	29.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	793.54
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	1,900.70
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,382.00
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	14,865.94
		\$ 84,552.70

FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	PRESSURE SENSOR	59.00
AIRGAS USA, LLC	OXYGEN	327.82
ANNETTE CABALLERO	REFUND FOR SERVICES	50.00
AVI SYSTEMS	EQUIPMENT, INTEGRATION, PRO SUPPORT-FIRE TRAINING SITE	46,398.00
BELLEVUE PRINTING COMPANY	FIRE WATCH FORMS	260.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, RESCUE EQUIPMENT	4,398.06
COX BUSINESS SERVICES	2025/03/31M MONTHLY SERVICE	214.78
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS, INSTRUCTOR RENEWAL-C RADFORD	142.00
ED M FELD EQUIPMENT CO	SCBA REPAIRS	489.00
GP ARCHITECTURE, LLC	BPW-250109 BFD OUTBUILDINGS & PARKING LOT THRU 2025/03/31	25,495.60
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-9 EMP	2,562.91
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE215876	464.12
HEARTLAND NATURAL GAS LLC	25/03/03-25/01/31 BHE235679	1,178.39
INSTAZORB INTERNATIONAL, INC	INSTAZORB FOAM	1,300.00
JEFFEY DAY	REIMB FOR 2025/03/31-2026/03/31 MEDIC TEST SUBSCRIPTION	199.00
JOSEPH CARL	REFUND FOR SERVICES	105.14
MACQUEEN EQUIPMENT, LLC	FIRE BOOTS, WHEEL CHOCK, REPAIR HURST	1,125.25
MARCO TECHNOLOGIES, LLC	2025/02/27-03/26 COPIER EXPENSE	59.68
OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	33.08
RICHARD MORRISON	REFUND FOR SERVICES	94.31
SHARON KNOTT	REFUND FOR SERVICES	103.57
STATE FARM CLAIMS	REFUND FOR SERVICES	243.53
THOMAS BARTON	REFUND FOR SERVICES	88.05
THOMAS TALBOT	REFUND FOR SERVICES	148.04
TRANSNET, LLC	2025/02/28-03/16 TRANSCRIPTION SERVICE	31.68

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FIRE & RESCUE (cont'd)

TYLER BOYER	REIMB FOR 2025/03/31-2026/03/31 MEDIC TEST SUBSCRIPTION	199.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	603.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	1,299.83
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	7,300.25
WPS MEDICARE PART B	REFUND FOR SERVICES	162.60
ZOLL DATA SYSTEMS INC	2025/05/31M ZOLL BILLING	1,654.80
		<u>\$ 96,791.01</u>

NON-DEPARTMENTAL/CONTRACTS

FORVIS MAZARS LLP	PROGRESS BILLING #4, SEFA, FLEET, ADD'L ASSISTANCE FYE 2024	23,225.00
GROW SARPY	2025 ANNUAL INVESTMENT	5,000.00
HEARTLAND MARKETING & LOCKTON COMPANIES, LLC	BELLEVUE IS FOR YOU-POLE BANNERS	9,948.20
TASC - TOTAL ADMINISTRATIVE SERVICES	2024/01/30M WELLNESS CONSULTING	1,875.00
TRISTAR	2025/06/30Q FSA ADMIN FEES	2,252.25
	2025/06/25Q CLAIMS ADMIN FEES	3,881.25
		<u>\$ 46,181.70</u>

INFORMATION TECHNOLOGY

US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	369.22
CAPITAL TOWER & COMM, INC	SIREN REPAIR CEDAR ISLAND RD	1,500.00
DELL MARKETING L.P.	OPTIPLEX COMPUTERS FOR IT (7)	9,373.00
FIRST WIRELESS, INC	COMMUNICATION REPAIRS	665.00
MOTOROLA SOLUTIONS, INC	TRUNNION HARDWARE, BRUSHING, BATTERIES	1,193.50
SHI INTERNATIONAL CORP	2025/04/21-2026/04/21 PFPT ESSENTIALS LIC & SUPPORT	20,625.00
TESSCO	UHF MALE CONNECTOR	242.67
TJ CABLE	2025/03/31M LOCATES	150.00
		<u>\$ 34,118.39</u>

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/03/31M BELLEVUE BAY INDOOR WATERPARK-DESIGN SERVICES	12,500.00
HOLLAND BASHAM ARCHITECTS, INC	2025/01/25 PROFESSIONAL SERVICES-WATERPARK	323,120.00
HOLLAND BASHAM ARCHITECTS, INC	2025/02/28 PROFESSIONAL SERVICES-WATERPARK	87,165.00
LAMP RYNEARSON & ASSOCIATES	BELLEVUE WATERPARK-PROF SERVICES THRU 2024/08/24	16,500.00
UMB BANK - TRUST OPERATIONS	TAX SUP MUNI IMP BONDS SERIES 2024 (WATERPARK) 2024/10/04	557,820.29
		<u>\$ 997,105.29</u>

WASTEWATER

CENTURY LINK	2025/03/13-04/12 MONTHLY SERVICE	228.57
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	582.40
COX BUSINESS SERVICES	2025/03/12-04/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/03/18-04/17 MONTHLY SERVICE	92.49
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/01/01-01/31	2,260.00
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/02/01-02/28	2,008.75
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/03/01-03/31	735.00
EMBRIS GROUP LLC	BPW-250114 BELLEVUE LANDINGS LS 2024/12/23-2025/01/31	7,670.00
EMBRIS GROUP LLC	BPW-250114 BELLEVUE LANDINGS LS 2024/02/01-03/31	17,926.25
GPM ENVIRONMENTAL SOLUTIONS, LLC	TWIN CREEK SIPHON STABILIZATION PROJECT FLOW METERING	18,156.00

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WASTEWATER (cont'd)

HDR ENGINEERING, INC	BPW-250115 TWIN CREEK EVAL 2025/02/23-03/29	2,589.89
HDR ENGINEERING, INC	BPW-211123 HAWORTH WW COLLECTION	14,359.28
HDR ENGINEERING, INC	BPW-240603 SCWAA EVALUATION 2024/12/01-2025/03/29	25,979.59
PRECISE MRM LLC	2025/02/28 FLAT DATA PLAN	253.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LIFE	119.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/03/31M LTD	147.30
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M FUEL PURCHASES	2,143.37
		<u>\$ 95,459.59</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	100.27
		<u>\$ 100.27</u>

COMMUNITY DEVELOPMENT

HABITAT FOR HUMANITY OF SARPY COUNTY	2025/03/11, 03/19, 01/22 HOME REPAIRS 1902 MAIN ST	11,409.00
RJN GROUP INC	BPW-240702 GIS UPDATES THRU 2025/02/28	6,472.50
		<u>\$ 17,881.50</u>

FEDERAL FORFEITURES - JUSTICE FUNDS

MIKE SMUTNY	REIMB TRAINING EXPENSES	628.38
ROBERT PAGE	REIMB TRAINING EXPENSES	580.10
VERIZON WIRELESS	2025/03/22-04/21 MONTHLY SERVICE	685.03
WITMER PUBLIC SAFETY GROUP	WETSHOES FOR BOAT TEAM	839.76
		<u>\$ 2,733.27</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	REFUNDING BONDS	944,470.17
		<u>\$ 944,470.17</u>

TOTAL CLAIMS FOR 2025/04/15 \$ 3,880,296.99

TOTAL PAYROLL FOR 2025/03/28 \$ 1,793,583.43

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

**10a.
4/15/2025**

COUNCIL MEETING DATE: 4/15/2025		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 Jennifer Miller as manager for Kum and Go LLC dba "Kum and Go" located at 13905 Williamsburg Drive, Bellevue, NE 68123.

SYNOPSIS/BACKGROUND:

Amendment application for a new manager for Jennifer Miller as manager for Kum and Go LLC dba "Kum and Go" located at 13905 Williamsburg Drive, 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 to NLCC an amendment application for or Jennifer Miller as manager for Kum and Go LLC dba "Kum and Go" located at 13905 Williamsburg Drive, 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:

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: 3/4/2025 Due to City Clerk: 2/24/2025

Applicant: Kum and Go LC dba Kum and Go

Location/Address: 13905 Williamsburg Drive Bellevue, NE 68123.

Requested Action:

Recommend approval of an amendment application for Jennifer Miller as manager for Kum and Go LC dba as Kum and Go located at 13905 Williamsburg Drive Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Jennifer Miller - 1760 N. 207th Street Elkhorn, NE 68022</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police.

Signature of Reviewer: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler
Date: 2025.04.03 10:52:45 -05'00' Date: 4-3-25



Application Copy

File Number: 86296

AMENDMENT TYPE

Manager Change Amendment

APPLICATION DATE RECEIVED

2025-03-24

CURRENT MANAGER NAME

JONATHON E MILEHAM

CURRENT MANAGER EMAIL

LICENSES@KUMANDGO.COM

NEW MANAGER NAME

Jennifer Miller

NEW MANAGER EMAIL

LICENSES@KUMANDGO.COM

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jennifer Miller

2. What is the manager's address?

1760 N 207th St. - Elkhorn, NE 68022

3. What is the manager's phone number?

402-612-5764

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

Jen.Miller@maverik.com

5. What county is the manager registered to vote in?

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

Douglas

6. Is the manager married?

Yes

Nathan Miller - Jen.Miller@maverik.com

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

Has the new manager, 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

No

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

Yes

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

Yes

Former General Manager for Kum & Go LC and current District Supervisor for Kum & Go LC.

DOCUMENTS

TYPE

FILE NAME

DESCRIPTION

Additional Document	Nebraska Liquor Manager Change - Fingerprint Payment - \$46.38_Redacted.pdf	Payment Receipt for Fingerprints
Additional Document	Kum & Go LC Nebraska Locations.xlsx	Kum & Go LC Nebraska Locations
Affidavit of non-participation	Jennifer Miller - Spousal Affidavit of Non-Participation.pdf	Affidavit of non-participation
Privacy Act Statement	Jennifer Miller - Fingerprint Submission - Privacy Act Statement - Nebraska Liquor Control.pdf	Privacy Act Statement

APPLICANT

Camille Hayes

DECLARATION

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

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

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.

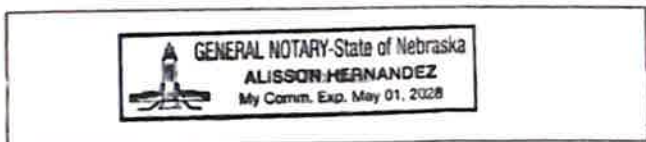
Nathan Miller
Signature of **NON PARTICIPATING SPOUSE**
Nathan Miller
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 3/21/2025 (date)

by Nathan M Miller
Name of person acknowledged
(Individual signing document)

Alisson Hernandez
Notary Public Signature



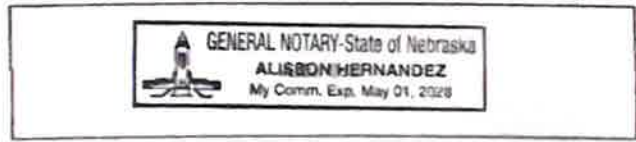
Jennifer Miller
Signature of **APPLICANT**
Jennifer Miller
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 3/21/2025 (date)

by Jennifer B Miller
Name of person acknowledged
(Individual signing document)

Alisson Hernandez
Notary Public Signature



**NOTICE OF PUBLIC HEARING ON APPLICATION
FOR MANAGER CHANGE FOR THEIR CURRENT LIQUOR
LICENSE**

Notice is hereby given that an amendment application has been made for Araceli Hernandez as manager for Kum and Go LC dba Kum and Go located at 13905 Williamsburg Drive Bellevue, NE 68123.

A public hearing on the application will be held at the City Council meeting on April 15, 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.
4/15/2025

COUNCIL MEETING DATE: March 18, 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 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight. Applicant: Oxus, LLC. General Location: S. 22nd Street and Kennedy Avenue.

SYNOPSIS/BACKGROUND:

Harvey Atamov, on behalf of Oxus, LLC, has submitted a request for a change of zone (with site plan approval), and small subdivision plat for Lots 1 and 2, Kennedy Town Center Replat Eight. The rezoning request is needed to facilitate the small subdivision plat and the adjustment of the current lot lines. The rezoning request does not change what is already permitted for this area. The applicant is requesting site plan approval for Lot 2 to facilitate an automobile dealership. Site plan approval is required for the -PCO zone. An automobile sales and service dealership is a permitted use in the BGH (Heavy General Business) zoning district.

FISCAL IMPACT: BUDGETED FUNDS: GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4181"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Oxus, LLC
Case #'s: Z-2412-12, S-2412-21
CITY COUNCIL HEARING DATE: April 1, 2025

REQUEST: to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight.

On February 27, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan, subject to the completion of the technical deficiencies.

VOTE:

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

Planning Commission Hearing (s) was held on: February 27, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2412-12
S-2412-21

FOR HEARING OF:
REPORT #1: February 27, 2025
REPORT #2: April 1, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Oxus, LLC
Attn: Harvy Atamov
6115 L Street
Omaha, NE 68117

B. PROPERTY OWNER:

Oxus, LLC
6115 L Street
Omaha, NE 68117

C. GENERAL LOCATION:

South 22nd Street and Kennedy Avenue

D. LEGAL DESCRIPTION:

Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Kennedy Town Center Replat Eight, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO.
2. Small subdivision plat of Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three.

3. Site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership.

F. EXISTING ZONING AND LAND USE:

BG-PCO and BGH-PCO/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone (with site plan approval) and small subdivision plat for the construction of an automobile dealership.

H. SIZE OF SITE:

The site is approximately 5.579 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RD-60 (across West Chandler Road)
2. **East:** Vacant, Commercial/Woodhouse (across S 19th Circle), BGH-PCO
3. **South:** Commercial/Corwin Toyota, BGH-PCO
4. **West:** Commercial and Multi Family Residential, BG-PCO and RG-20-PS (across South 22nd Street)

C. RELEVANT CASE HISTORY:

1. On April 27, 2006, the Planning Commission recommended approval of a request to rezone Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots, 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG-C to BG-C, BN, and RG-20-PD for the purpose of commercial and residential development; site plan approval for Lots 1 through 84, inclusive, Kennedy Town Center; preliminary plat Lots 1 through 84, inclusive, Kennedy Town Center; and waiver of Section 6-4, and Section 6-7 (4) and (7), Subdivision Regulations. The City Council approved the aforementioned requests on August 14, 2006.
2. On May 22, 2006, the Planning Commission recommended approval of a request to final plat Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located

in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. The City Council approved these requests on August 14, 2006.

3. On September 27, 2011, the small subdivision plat of Lots 1 and 2, and Outlot A, Kennedy Town Center Replat Four, being a replat of Lot 73, Kennedy Town Center, located in the Southwest 1/4 of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska was administratively approved.

4. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest 1/4 of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center. The City Council approved these requests on October 20, 2020.

5. On February 27, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75 Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG-PCO and BGH-PCO for the purpose of an automobile dealership.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.
3. Section 5.25, Zoning Ordinance, regarding Planned Center Overlay uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA 2022 average annual daily traffic (AADT) data for the southbound Highway 75 off-ramp to Chandler Road was 19,000 vehicles per day. The AADT for the intersection of 25th Street and Chandler Road was 19,000 vehicles for both directions along Chandler Road in 2022.
2. Proposed Lot 1 has access from South 22nd Street while proposed Lot 2 has access from both South 22nd Street to the west and South 19th Circle to the east.

D. UTILITIES:

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

E. ANALYSIS:

1. Harvey Atamov, on behalf of Oxus, LLC, has submitted a request for approval of a rezoning for Lots 1 and 2, Kennedy Town Center Replat Eight, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO, and a small subdivision plat for Lots 1 and 2, Kennedy Town Center Replat Eight.

The rezoning request is necessary to facilitate the small subdivision plat and the adjustment of the current lot lines.

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

The intent of the BGH district is to provide for the widest range of retail and service establishments short of actual industrial operations.

The rezoning request does not change what is already permitted for this area.

2. Along with the rezoning request, the applicant is requesting site plan approval for Lot 2 to facilitate the construction of an automobile dealership. Site plan approval is required for the -PCO zone.

An automobile sales and service dealership is a permitted use in the BGH (Heavy General Business) zoning district.

3. The site plan for proposed Lot 2 consists of a 24,160 square foot car dealership with an associated storage building. Per the applicant, the storage building will be used for additional equipment and parts.

4. The site plan for Luxe Automotive shows a total of 120 standard parking stalls and three ADA parking stalls for a total of 123 parking stalls. The ordinance

requires one stall for each 400 feet of floor area; therefore, the applicant meets the minimum requirements for parking.

5. The site contains a regional detention basin on Lot 2. This basin has been in existence since the original development was created, approximately eighteen years ago.

The city has been in the process of studying water drainage and detention in this area. Jacobs Engineering has been contracted by the city to do so. The regional detention basin on this property was included in the overall study.

The Luxe Auto development is including additional detention on site along the western portion of the development. A portion of their proposed drainage network will also connect to the regional detention basin; however, this detention will discharge at a pre-development rate.

City engineers, as well as the city contracted JEO engineer, are comfortable with the drainage report as submitted and revised.

6. A separate landscape plan was submitted by the applicant for the site plan approval of Lot 2. The landscape plan meets minimum requirements.

7. 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, Sarpy County Planning Director/designee, Sarpy County GIS/911, and the Omaha 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.

County Surveyor Michael Sharp had technical comments regarding the small subdivision plat. The comments have since been satisfied.

Public Works Engineer Matt Knight, along with the city's consultant from JEO had technical comments pertaining to drainage and site design. These comments have since been addressed by the applicant's engineer.

No other comments were received on this case.

8. The applicant will be required to meet the regulations of Section 8.12, Zoning Ordinance, for design standards for the automobile sales and service dealership and associated storage building. This will be done as part of the building permit process.

9. Given the existing nature of the development and underlying zoning, staff believes this is an appropriate use of the property.

10. This request is in conformance with the Future Land Use Map of the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan, subject to the completion of the technical deficiency.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received January 23, 2024
4. Site Plan received February 14, 2025
5. Landscape Plan received February 14, 2025
6. Justification letter from Parviz Atamov received January 23, 2025

VII. COPIES OF REPORT TO:

1. Oxus, LLC- Harvey Atmov
2. Croker Huck Law Firm – Elizabeth Sevcik
3. Cornerstone Surveying, LLC – Jeff Daharsh
5. Public Upon Request

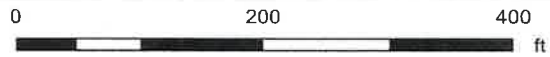

Assistant Planning Manager


Planning Director Date of Report

Kennedy Town Center Replat Eight

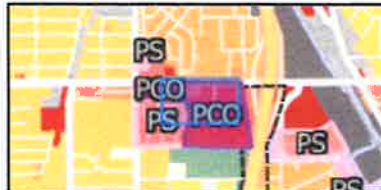


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2449

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



Kennedy Town Center Replat Eight



Sarpy County GIS



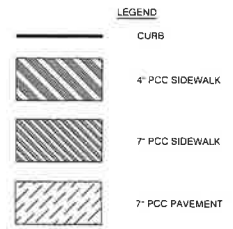
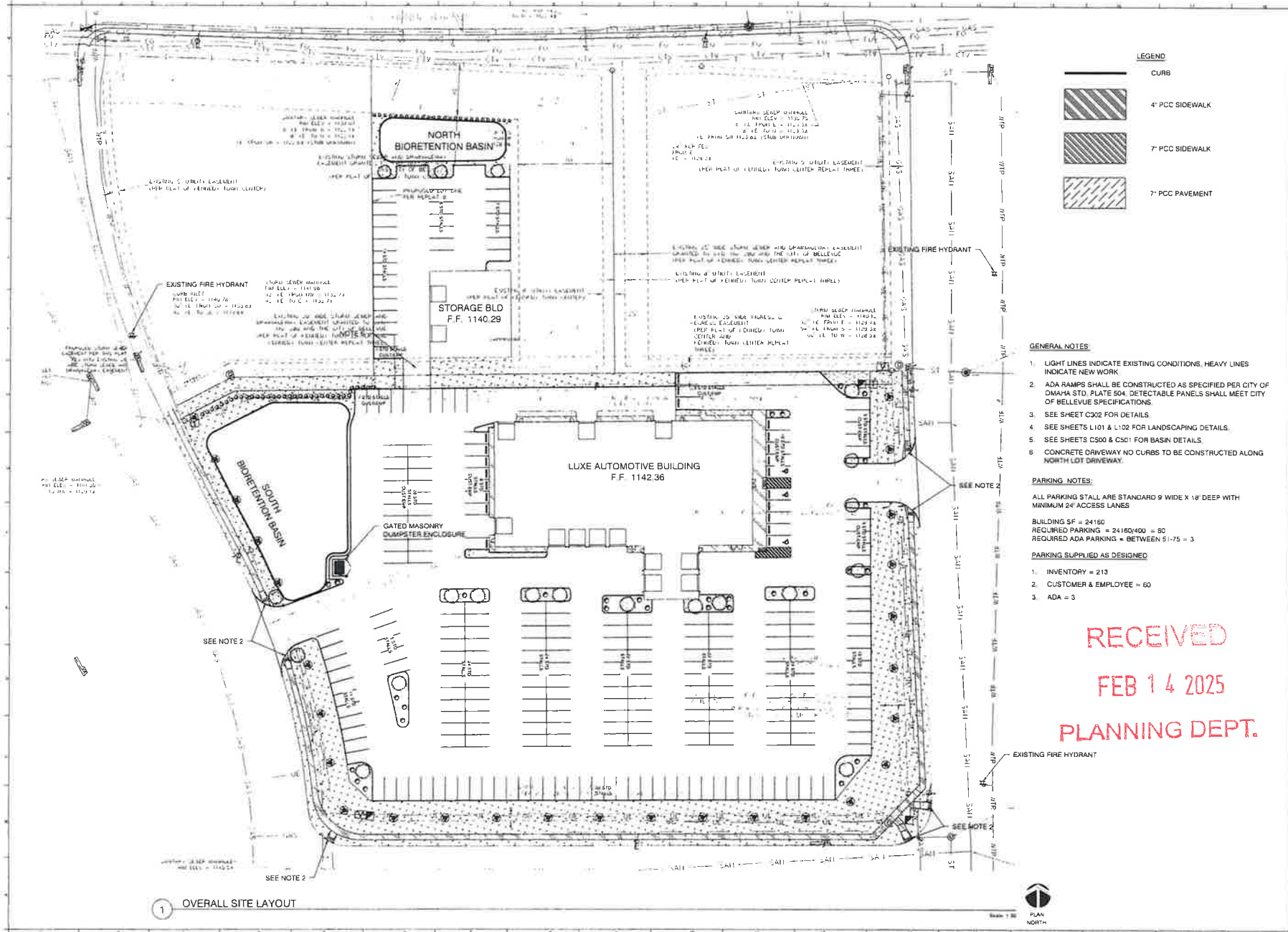
Map Scale 1: 2449

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Notes





- GENERAL NOTES:**
- LIGHT LINES INDICATE EXISTING CONDITIONS. HEAVY LINES INDICATE NEW WORK
 - ADA RAMPS SHALL BE CONSTRUCTED AS SPECIFIED PER CITY OF OMAHA STD. PLATE 504. DETECTABLE PANELS SHALL MEET CITY OF BELLEVUE SPECIFICATIONS.
 - SEE SHEET C302 FOR DETAILS.
 - SEE SHEETS L101 & L102 FOR LANDSCAPING DETAILS.
 - SEE SHEETS C500 & C501 FOR BASIN DETAILS.
 - CONCRETE DRIVEWAY NO CURBS TO BE CONSTRUCTED ALONG NORTH LOT DRIVEWAY.
- PARKING NOTES:**
- ALL PARKING STALL ARE STANDARD 9' WIDE X 18' DEEP WITH MINIMUM 24' ACCESS LANES
- BUILDING SF = 24190
 REQUIRED PARKING = 24160/400 = 60
 REQUIRED ADA PARKING = BETWEEN 51-75 = 3
- PARKING SUPPLIED AS DESIGNED**
- INVENTORY = 213
 - CUSTOMER & EMPLOYEE = 60
 - ADA = 3

RECEIVED
 FEB 14 2025
 PLANNING DEPT.

1 OVERALL SITE LAYOUT

CLIENT
LUXE AUTOMOTIVE
 8115 L STREET
 OMAHA, NEBRASKA

PROJECT AND FACILITY
LUXE AUTOMOTIVE - NEW FACILITY

LOT 5 & 75 KENNEDY TOWN CENTER
 BELLEVUE, NEBRASKA

DATE: 02/22/2024

MO ENGINEERING
 CIVIL & STRUCTURAL
 207 WORTH AVE, OMAHA, NE
 501 240 0114 omaha@moengr.com
 www.moengr.com

J3 CIVIL ENGINEERING
 CIVIL CONSULTANTS
 110 W 25TH AVE, OMAHA, NE
 501 252 0100 omaha@j3eng.com
 www.j3eng.com

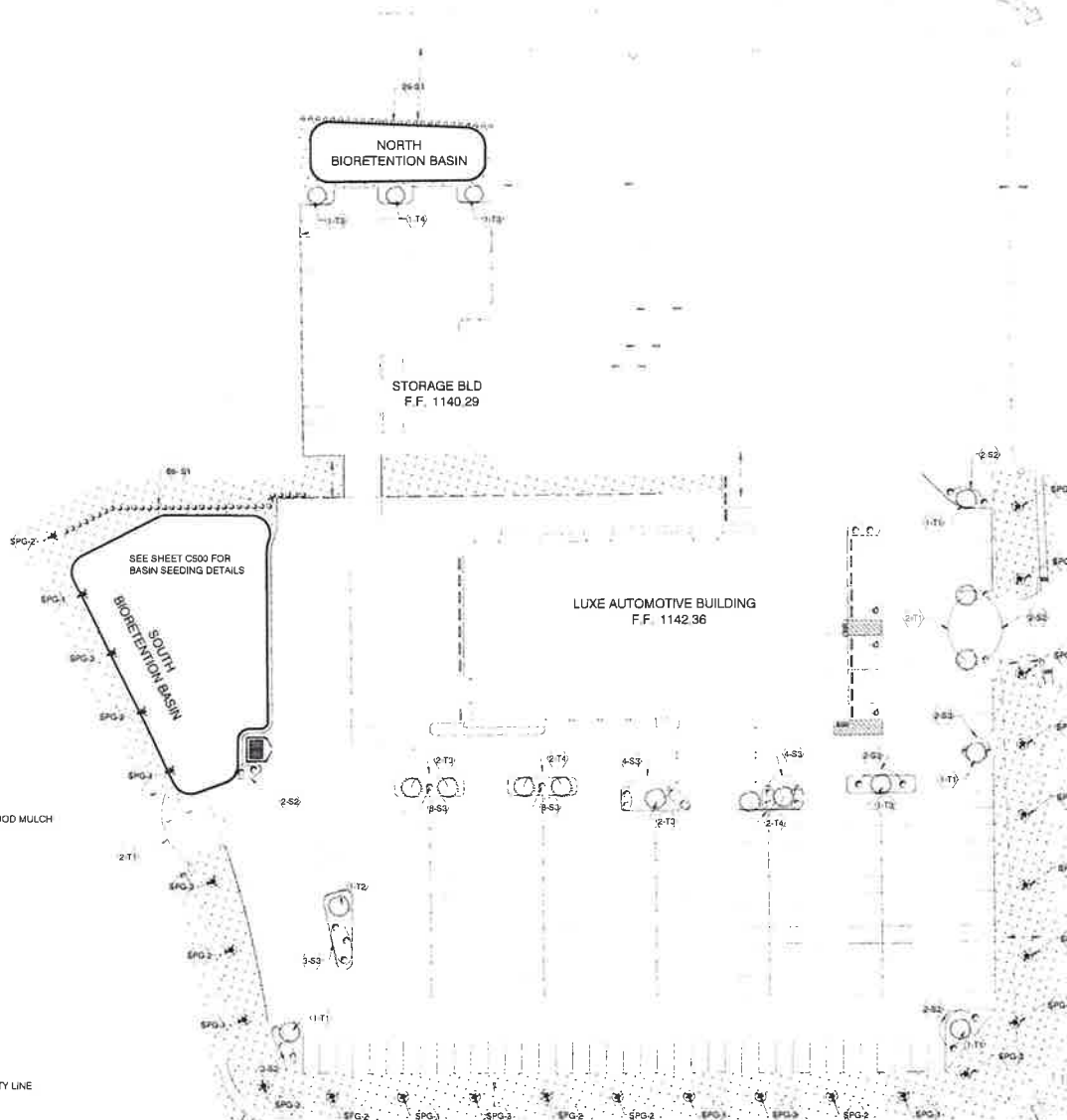
NOT FOR CONSTRUCTION

PROJECT NUMBER: 0140-023
 DATE: 02/22/2024
 SCALE: 1" = 30'
 GRAPHIC SCALE: FEET

SITE LAYOUT

PROJECT NUMBER: **C001**

RECEIVED
 FEB 14 2025
 PLANNING DEPT.



PLANT SCHEDULE*

ID.	TYPE	QTY	COMMON NAME	SCIENTIFIC NAME	CONTAINER TYPE	SIZE	PLANTING SPACING
(1)	TREE	8	Concord Fir	<i>Abies concolor</i>	B & B**	4 1/2' min	Single
(2)	TREE	1	Shademaster Norway Spruce	<i>Decidua buxifolia var. nana</i> <i>Shademaster</i>	B & B**	2' dia 1' min	Single
(3)	TREE	4	Spring Snow Crabapple	<i>Malus x Spring Snow</i>	B & B**	2' dia 1' min	Single
(4)	TREE	1	Prayer Rose Crabapple	<i>Malus x Prunifolia</i>	B & B**	2' dia 1' min	Single
(5)	TREE	1	Columnar Sugar Maple	<i>Acer columnare</i>	POT	3 gal min	SPG-1 (SEE DTL 2)
(6)	TREE	1	Japanese Fagopyr Flowering Cherry Tree	<i>Prunus serrulata</i> 'Amanogawa'	POT	3 gal min	SPG-2 (SEE DTL 2)
(7)	TREE	1	Green Perigum	<i>Pinus sylvestris</i> 'Green Perigum'	POT	4 1/2' min	SPG-3 (SEE DTL 2)
(8)	SHRUB	11	Hebe	<i>Taxus x media</i> 'Hebe'	POT	3 gal min	4-foot
(9)	SHRUB	15	Parthenocladia	<i>Physocarpus opulifolius</i> 'NS Parthenoc'	POT	2 gal min	Single
(10)	SHRUB	27	Dwarf Norway Spruce	<i>Chamaecyparis nana</i>	POT	2 gal min	SPG-1 (SEE DTL 2)
(11)	SHRUB	27	Common Pygmy Starburst	<i>Barbena thurbergii</i> 'Common Pygmy'	POT	2 gal min	SPG-2 (SEE DTL 2)
(12)	SHRUB	27	Fast Ice Arborvitae	<i>Thuja occidentalis</i>	POT	2 gal min	SPG-3 (SEE DTL 2)

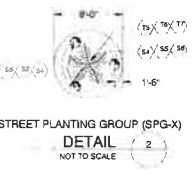
*QUANTITIES IN THIS TABLE ARE FURNISHED FOR CONTRACTOR'S CONSIDERATION ONLY. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING QUANTITIES FROM DRAWINGS OR NOTES SPECIFIC TO THIS PROJECT.
 **TREES MARKED B & B MAY BE BAREROOT. CONTRACTOR SHALL BE RESPONSIBLE FOR SPECIAL CARE REQUIRED AND 2 FULL YEARS SURVIVAL OF HEALTHY SPECIMENS.
 ***D, E = (CHECKED)

- NOTES
- SEE CITY OF OMAHA STD PLATE 804-01 AND LANDSCAPING NOTES FOR PLANTING SPECIFICATIONS.
 - ALL TREES TO BE STAKED AND BRACED FOR 2-YEARS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS, REPLACEMENTS, ADJUSTMENTS, AND REMOVAL OF STAKING AS NECESSARY DURING THIS PERIOD.
 - ALTERNATIVE TREE AND SHRUB SPECIES AND VARIETIES MAY BE ACCEPTABLE WITH PRIOR APPROVAL OF LANDSCAPE DESIGNER.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICT IDENTIFICATION.
 - ALL MULCHED AREAS TO BE CONTAINED WITH STEEL EDGING. ALTERNATIVES TO STEEL EDGING TO BE APPROVED BY LANDSCAPE DESIGNER AND CITY PLANNING DEPARTMENT.
 - ALL LANDSCAPED AREA SHALL HAVE IRRIGATION AS REQUIRED TO MAINTAIN PLANT HEALTH.
 - TURF AREA TO BE SEEDDED OR SODDED. SEE LANDSCAPING NOTES FOR SEEDING AND SODDING SPECIFICATIONS AND REQUIREMENTS.

LANDSCAPING CALCULATIONS

LANDSCAPE TYPE	REQUIREMENT	REQUIRED	AS DESIGNED
PARKING LOT LANDSCAPE AREA	18 SF/ PARKING STALL	4655 SF	5195 SF
PARKING LOT TREES	1 TREE/200 SF LANDSCAPE AREA	18	30
PARKING LOT SHRUBS	1 SHRUB/100 SF LANDSCAPE AREA	36	60
STREET TREES	1 TREE/40 STREET FEET	27	27
STREET SHRUBS	2 SHRUBS/20 STREET FEET	41	41
NW PERIMETER SHRUBS*	1 SHRUB/2 FEET	86	86
EVERGREEN REQUIREMENTS			
TREES	1/3 OF PLANTING REQUIRED	465 = 18	18
SHRUBS	1/3 OF PLANTING REQUIRED	2383 = 86	177

*This planting is an alternative to the amount of buffer area required by the City of Omaha.



- SPG NOTES
- SPGS TO BE PLANTED IN A REPEATED SEQUENCE OF SPG-1, SPG-2, SPG-3. SEE PLANT SCHEDULE AND DETAIL 2.
 - DIAMETER OF SPG GROUPING IS MINIMUM AND SHALL BE ADJUSTED PER PLANT SOURCE REQUIREMENTS FOR PLANT WARRANTY VALIDATION.

CLIENT: LUXE AUTOMOTIVE
 8113 L STREET
 OMAHA, NEBRASKA

PROJECT NUMBER: L102
 SHEET NUMBER: 12 01 2024
 DATE: 12 01 2024
 GRAPHIC SCALE: FEET

LANDSCAPING PLAN

L102

OXUS, LLC
6118 L Street
Omaha, NE 68117
402-813-1111

January 23, 2025

VIA ELECTRONIC MAIL

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

Re: Kennedy Town Center, Lots 5 BGH-PCO & Lot 75 BG-PCO – Letter of Justification for Rezoning Application

Dear Ms. Palm,

On behalf of Oxus, LLC, the legal owner of the properties referenced above, I am pleased to submit this application to the City of Bellevue Planning Department for review. This application seeks approval for the following actions:

1. **Small Subdivision Plat Approval:**
 - o Replatting Lot 75 into two parcels, designated as Lot 1 and Lot 2.
 - o Merging a portion of Lot 75 with Lot 5.
2. **Rezoning Application Approval:**
 - o Rezoning the portion of Lot 75 merging with Lot 5 (designated Lot 2) from BG-PCO to BGH-PCO

The proposed subdivision, named **Kennedy Town Center Replat Eight**, encompasses **5.579 acres (243,022 square feet)** and consists of Lots 1 and 2, replatting all of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. The properties are located at Chandler Road and South 22nd Street, Bellevue, Sarpy County.

Lot 1 is planned for the development of a **commercial retail store for AutoZone as its sole use**. Lot 2 will support the development of a new **automobile sales and service dealership**, requiring the proposed zoning change to align with its intended use.

The reconfiguration ensures that both lots meet the necessary acreage and setback requirements, complying with City of Bellevue zoning and subdivision regulations. These changes are designed to support the proposed developments and enhance the commercial viability of Kennedy Town Center.

Thank you for considering this application. Should you have any questions or require additional information, please do not hesitate to contact me at 402-813-1111 or via email at harvey@luxauto.com.

Sincerely,

OXUS, LLC



Parviz Atamov

RECEIVED
JAN 23 2025
PLANNING DEPT.

ORDINANCE NO. 4181

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 22ND STREET AND KENNEDY AVENUE, 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:

Lot 1, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District - Planned Center Overlay District) and BGH-PCO (Heavy General Business District - Planned Center Overlay District) to BG-PCO (General Business District – Planned Center Overlay District); AND

Lot 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District – Planned Center Overlay District) and BGH-PCO (Heavy General Business District - Planned Center Overlay District) to BGH-PCO (Heavy General Business District – Planned Center Overlay District)

(Oxus, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Kennedy Town Center Replat Eight 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

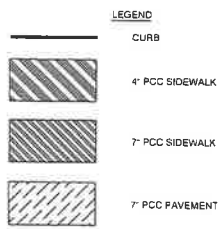
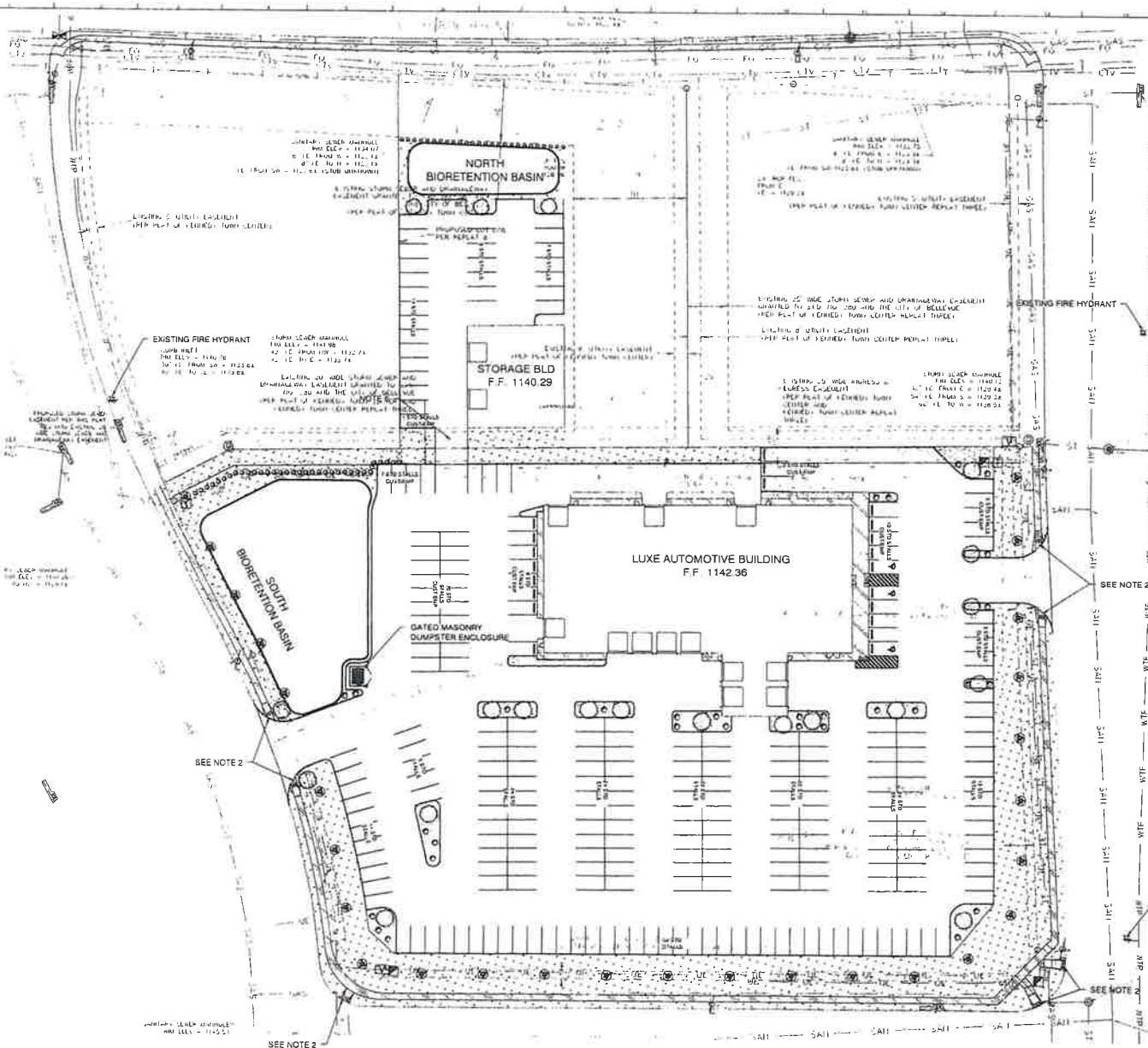
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



- GENERAL NOTES:**
1. LIGHT LINES INDICATE EXISTING CONDITIONS, HEAVY LINES INDICATE NEW WORK.
 2. ADA RAMPS SHALL BE CONSTRUCTED AS SPECIFIED PER CITY OF OMAHA STD. PLATE 504. DETECTABLE PANELS SHALL MEET CITY OF BELLEVUE SPECIFICATIONS.
 3. SEE SHEET C302 FOR DETAILS.
 4. SEE SHEETS L101 & L102 FOR LANDSCAPING DETAILS.
 5. SEE SHEETS C500 & C501 FOR BASIN DETAILS.
 6. CONCRETE DRIVEWAY NO CURBS TO BE CONSTRUCTED ALONG NORTH LOT DRIVEWAY.

- PARKING NOTES:**
- ALL PARKING STALLS ARE STANDARD 9' WIDE X 18' DEEP WITH MINIMUM 24' ACCESS LANES
- BUILDING SF = 24160
 REQUIRED PARKING = 24160/400 = 60
 REQUIRED ADA PARKING = BETWEEN 51-75 = 3
- PARKING SUPPLIED AS DESIGNED**
1. INVENTORY = 213
 2. CUSTOMER & EMPLOYEE = 60
 3. ADA = 3

RECEIVED
FEB 14 2025
PLANNING DEPT.

1 OVERALL SITE LAYOUT



01-01-23
 DATE: 9/22/2024
 SHEET NO.: C001

LEGEND
 CURB
 4" PCC SIDEWALK
 7" PCC SIDEWALK
 7" PCC PAVEMENT

GENERAL NOTES:
 1. LIGHT LINES INDICATE EXISTING CONDITIONS, HEAVY LINES INDICATE NEW WORK.
 2. ADA RAMPS SHALL BE CONSTRUCTED AS SPECIFIED PER CITY OF OMAHA STD. PLATE 504. DETECTABLE PANELS SHALL MEET CITY OF BELLEVUE SPECIFICATIONS.
 3. SEE SHEET C302 FOR DETAILS.
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 BUILDING SF = 24160
 REQUIRED PARKING = 24160/400 = 60
 REQUIRED ADA PARKING = BETWEEN 51-75 = 3

PARKING SUPPLIED AS DESIGNED
 1. INVENTORY = 213
 2. CUSTOMER & EMPLOYEE = 60
 3. ADA = 3

RECEIVED
FEB 14 2025
PLANNING DEPT.

NOT FOR CONSTRUCTION

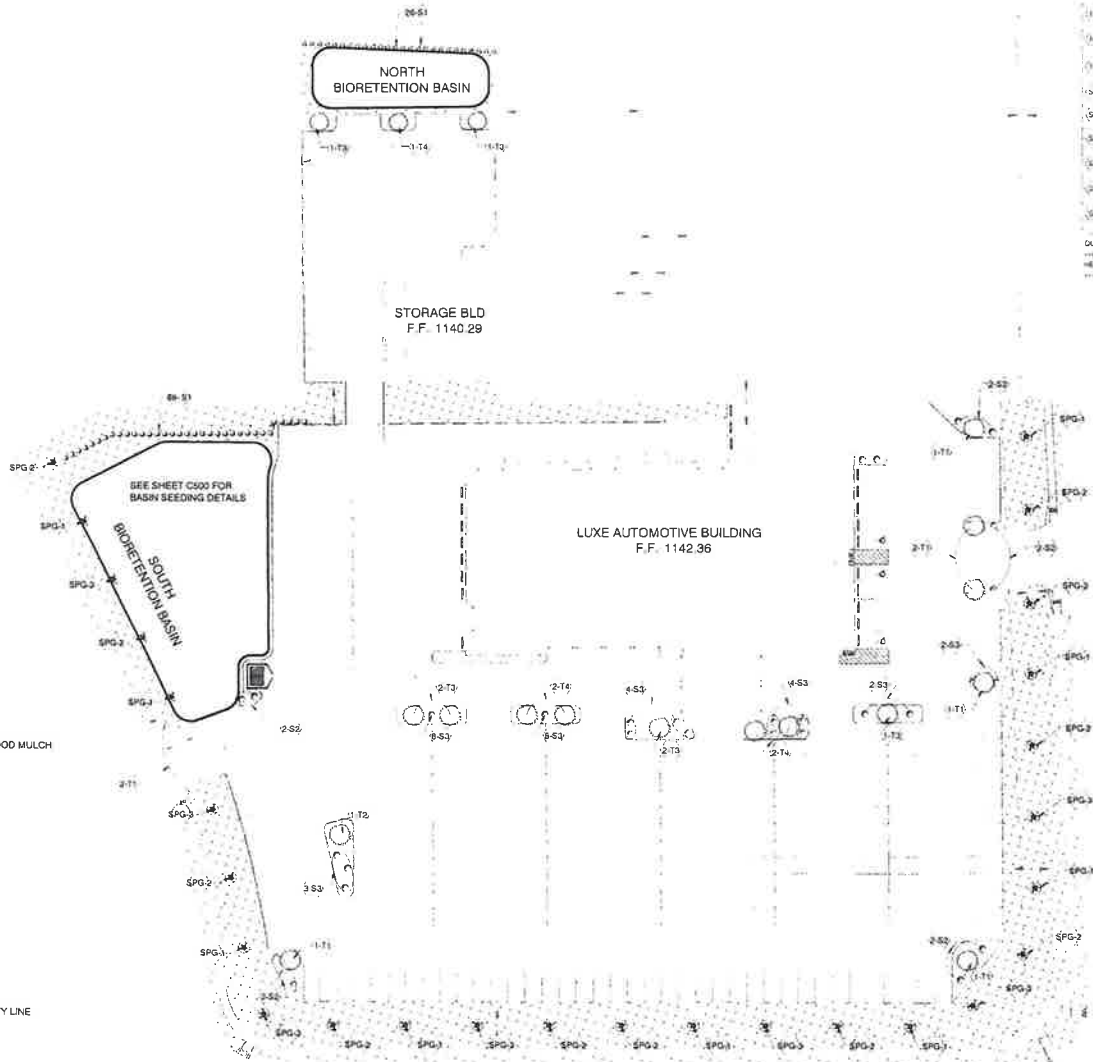
01-01-23
 DATE: 9/22/2024
 SHEET NO.: C001

SITE LAYOUT
C001

RECEIVED

FEB 14 2025

PLANNING DEPT.



PLANT SCHEDULE*

ID	TYPE	QTY	COMMON NAME	SCIENTIFIC NAME	CONTAINER TYPE	SIZE	PLANTING SPACING
1	TREE	8	Colorado Fir	<i>Abies concolor</i>	5 & 8"	4 ft. min	Single
2	TREE	1	Shadblow	<i>Thalictrum flavum</i>	8 & 8"	2 dia. min	Single
3	TREE	8	Spring Snow Crabapple	<i>Malus x Spring Snow</i>	8 & 8"	2 dia. min	Single
4	TREE	5	Flame Rose Quince	<i>Malus ioensis Flame Rose</i>	8 & 8"	2 dia. min	Single
5	TREE	8	Columbine Sugar Maple	<i>Acer saccharinum</i>	PO1	3 gal. min	SPG-1
6	TREE	9	Japanese Pagoda Flowering Cherry Tree	<i>Prunus serrulata</i>	PO1	3 gal. min	SPG-2
7	TREE	14	Green Ginkgo	<i>Ginkgo biloba</i>	PO1	4 ft. min	SPG-3
8	SHRUB	79	Fireside Yew	<i>Taxus x media</i>	PO1	3 gal. min	4.500
9	SHRUB	11	Flameless New York	<i>Physocarpus opulifolius</i>	PO1	2 gal. min	Single
10	SHRUB	15	Boxwood, Littleleaf	<i>Buxus microphylla</i>	PO1	2 gal. min	Single
11	SHRUB	27	Dwarf Hedge Cypress	<i>Chamaecyparis stricta</i>	PO1	2 gal. min	SPG-1
12	SHRUB	21	Ornamental Pigeon Blood	<i>Berberis thunbergii</i>	PO1	2 gal. min	SPG-2
13	SHRUB	27	Fastid. Red Japanese	<i>Flora albertiana</i>	PO1	2 gal. min	SPG-3

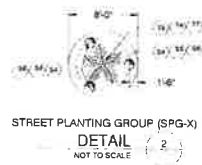
*QUANTITIES IN THIS TABLE ARE FURNISHED FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING QUANTITIES FROM DRAWINGS OR NOTED SPACING ESTABLISHED FOR PLANTING.
 **TREES SHOWN 8 & 8" ARE BEING USED FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR SPECIAL CARE REQUIRED AND FULL PLANT SURVIVAL OR HEALTHY SPECIES.
 ***D, E = EVERGREEN

- NOTES**
- SEE CITY OF OMAHA STD. PLATE 804-01 AND LANDSCAPING NOTES FOR PLANTING SPECIFICATIONS.
 - ALL TREES TO BE STAKED AND BRACED FOR 2-YEARS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS, REPLACEMENTS, ADJUSTMENTS, AND REMOVAL OF STAKING AS NECESSARY DURING THIS PERIOD.
 - ALTERNATIVE TREE AND SHRUB SPECIES AND VARIETIES MAY BE ACCEPTABLE WITH PRIOR APPROVAL OF LANDSCAPE DESIGNER.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICT IDENTIFICATION.
 - ALL MULCHED AREAS TO BE CONTAINED WITH STEEL EDGING, ALTERNATIVES TO STEEL EDGING TO BE APPROVED BY LANDSCAPE DESIGNER AND CITY PLANNING DEPARTMENT.
 - ALL LANDSCAPED AREA SHALL HAVE IRRIGATION AS REQUIRED TO MAINTAIN PLANT HEALTH.
 - TURF AREA TO BE SEED OR SODDED. SEE LANDSCAPING NOTED FOR SEEDING AND SODDING SPECIFICATIONS AND REQUIREMENTS.

LANDSCAPING CALCULATIONS

LANDSCAPE TYPE	REQUIREMENT	REQUIRED	AS DESIGNED
PARKING LOT LANDSCAPE AREA	19 SFY PARKING STALL	4655 SF	5180 SF
PARKING LOT TREES	1 TREE/500 SF LANDSCAPE AREA	16	18
PARKING LOT SHRUBS	100	5	30
STREET TREES	1 TREE/250 STREET FEET	27	27
STREET SHRUBS	3 SHRUBS/250 STREET FEET	81	81
HW PERIMETER SHRUBS*	1 SHRUB/5 FEET	88	88
EVERGREEN REQUIREMENTS			
TREES	10% OF PLANTING REQUIRED	462	18
SHRUBS	10% OF PLANTING REQUIRED	2303	177

*This planting is an alternative to the requirement for Evergreen trees along the HWY front and neighboring SW side.



- SPG NOTES**
- SPGS TO BE PLANTED IN A REPEATED SEQUENCE OF SPG-1, SPG-2, SPG-3. SEE PLANT SCHEDULE AND DETAIL 2.
 - DIAMETER OF SPG GROUPING IS MINIMUM AND SHALL BE ADJUSTED PER PLANT SOURCE REQUIREMENTS FOR PLANT WARRANTY VALIDATION.

CLIENT
LUXE AUTOMOTIVE
8111 L STREET
OMAHA, NEBRASKA

PROJECT LOCATION ADDRESS
LUXE AUTOMOTIVE
S 10th & KENNEDY AVE
BELLEVUE, NEBRASKA

DATE
12.21.2024

GRAPHIC SCALE - FEET

LANDSCAPING PLAN

PROJECT NUMBER
L102

DATE
12.21.2024

GRAPHIC SCALE - FEET

LANDSCAPING PLAN

PROJECT NUMBER
L102

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
4/15/2025

COUNCIL MEETING DATE: April 1, 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 approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest 1/4 of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Offutt AFB recently acquired the aforementioned property from the Omaha Development Foundation. This property was annexed in 2019; however, the city does not have any other base property in its city limits, nor do we have jurisdiction over Base property. Subsequently, Offutt has requested the property be detached from city limits. Staff is supportive of this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Staff Memo | 2. Maps | 3. Ordinance No 4182 |
| 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: _____



We Influence The World!

City of Bellevue
Planning Department
1510 Wall Street ▪ Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: Mayor Rusty Hike
Jim Ristow, City Administrator
City Council

FROM: Tammi Palm, Planning Director

DATE: March 25, 2025

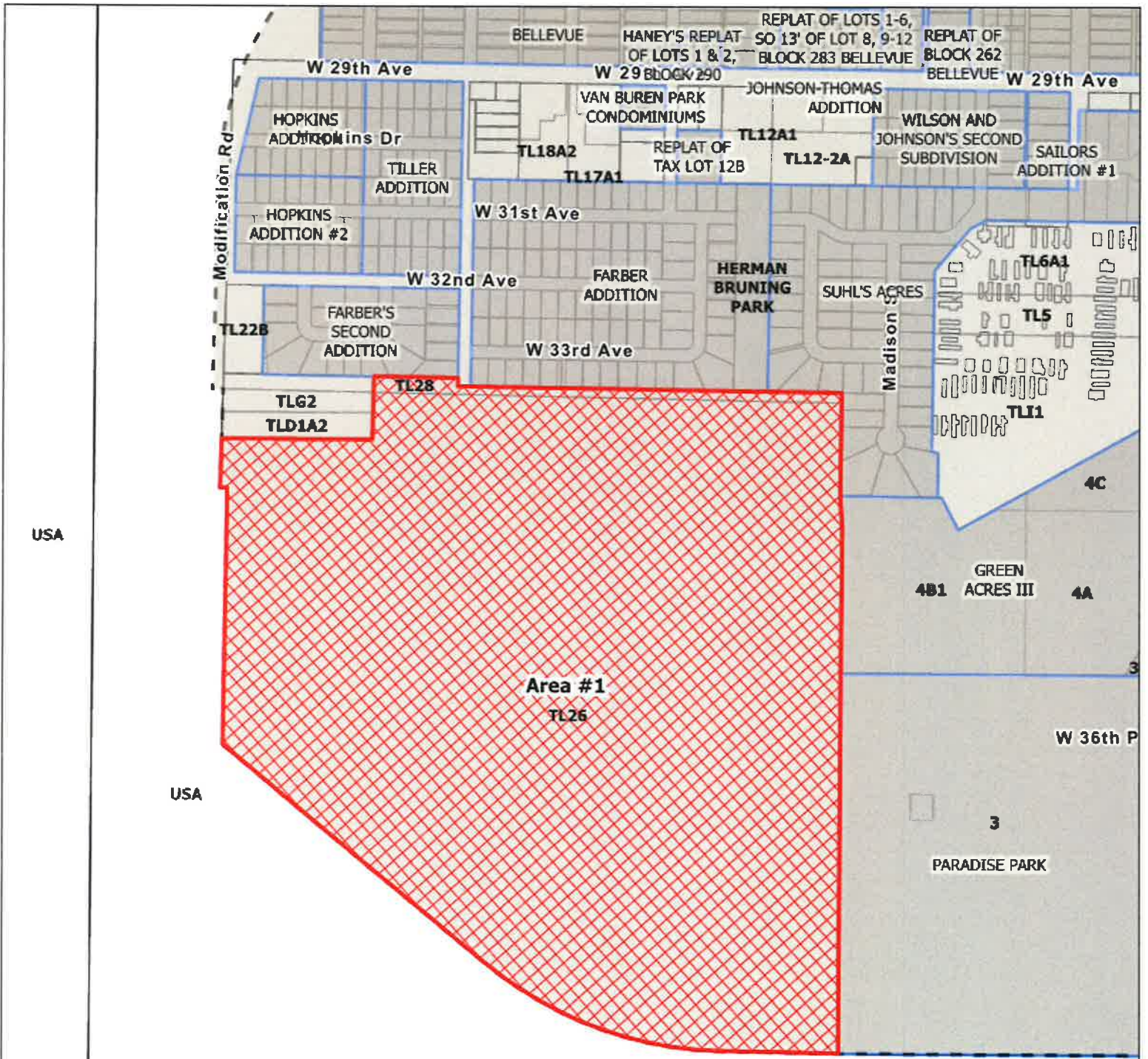
RE: DETACHMENT OF OFFUTT AFB PROPERTY

Offutt Air Force Base recently acquired Tax Lot 26, and part of Tax Lot 28 (1-13-13) from the Omaha Development Foundation. This property is located directly west of the Paradise Park and Green Acres developments. (Please refer to attached map with Area #1.)

This property was annexed by the city in 2019. Since it is now under Offutt ownership, base personnel have requested it be detached from city limits.

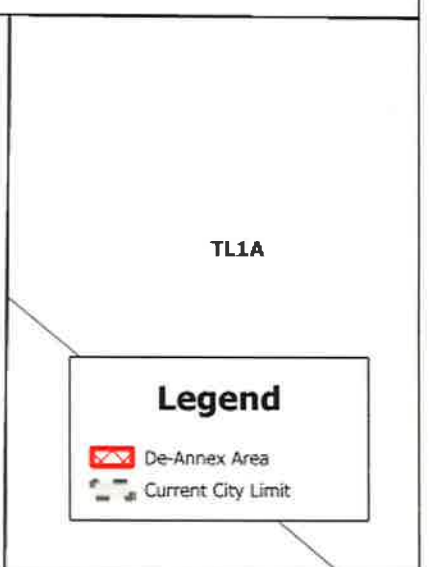
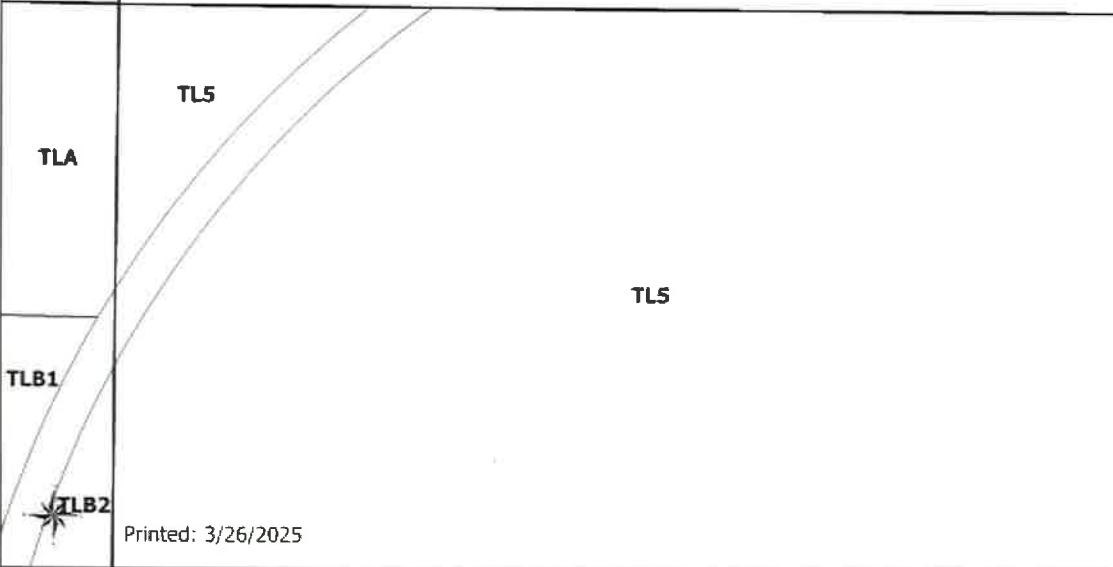
No other Offutt property is in the city limits or under the jurisdiction of the city. Subsequently, staff is recommending this property be detached.

In addition to the aforementioned property, staff realized a small parcel of Offutt property was inadvertently annexed in 2009 south of the Base. This parcel (divided by the railroad tracks) is labeled Area #2 and Area #3 on the attached maps. Staff is also recommending this parcel be detached.



USA

USA



10B
PALMTAG'S
SUBDIVISION

TLC

Legal Description:

Part of Tax Lots 1 and 2A, North and West of
railroad right of way, located in SW1/4 NW1/4 of
Sec 13, T13N, R13E

Together with that portion of Tax Lot 1 and 2A as
described and filed for record Aug. 16, 1963 in
Deeds Records, Book 114, Page 590, located in
SW1/4 NW1/4 of Sec 13, T13N, R13E

Area #2

TL1

TL1

Area #3

Papillion Creek

TL2B

SE1/4NW1/4

TL1

TL2A

TL6

TL5B

TL6A

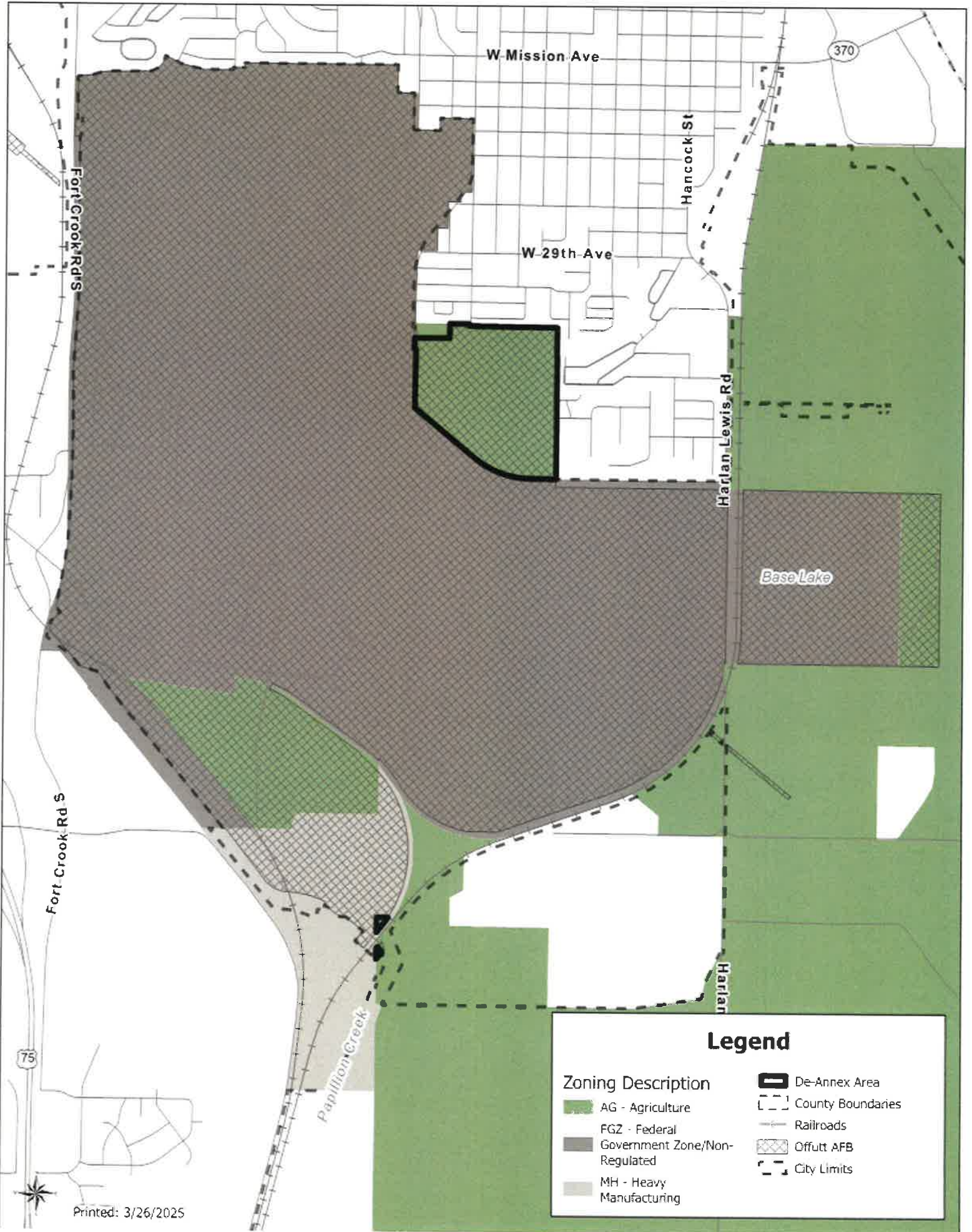
Legend

 De-Annex Area

 Current City Limit



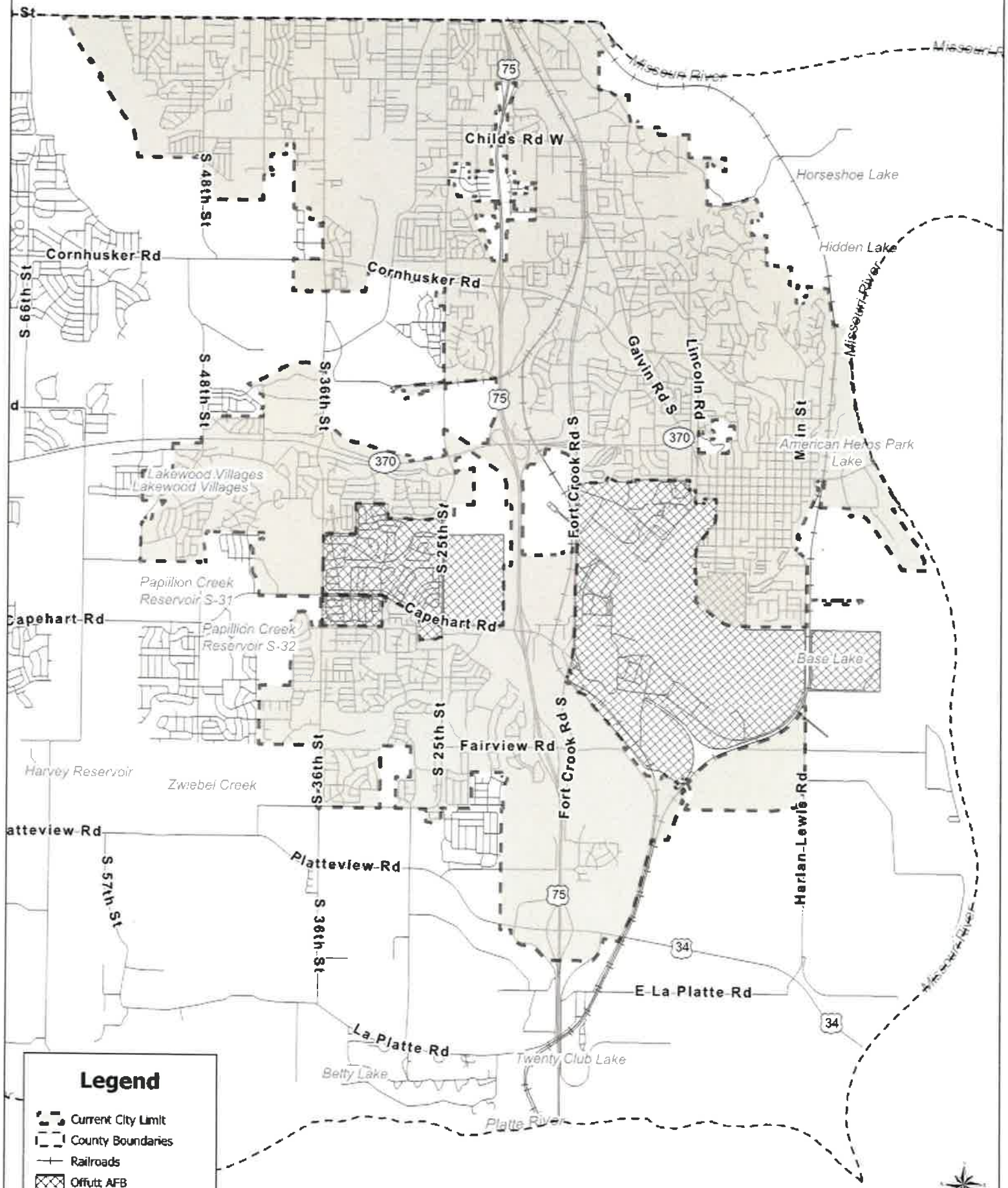
Current Zoning







Legend

- | | |
|-------------------------------|-------------------|
| Zoning Description | |
| AG - Agriculture | De-Annex Area |
| Government Zone/Non-Regulated | County Boundaries |
| MH - Heavy Manufacturing | Railroads |
| Offutt AFB | City Limits |

City Limits Before De-Annexation

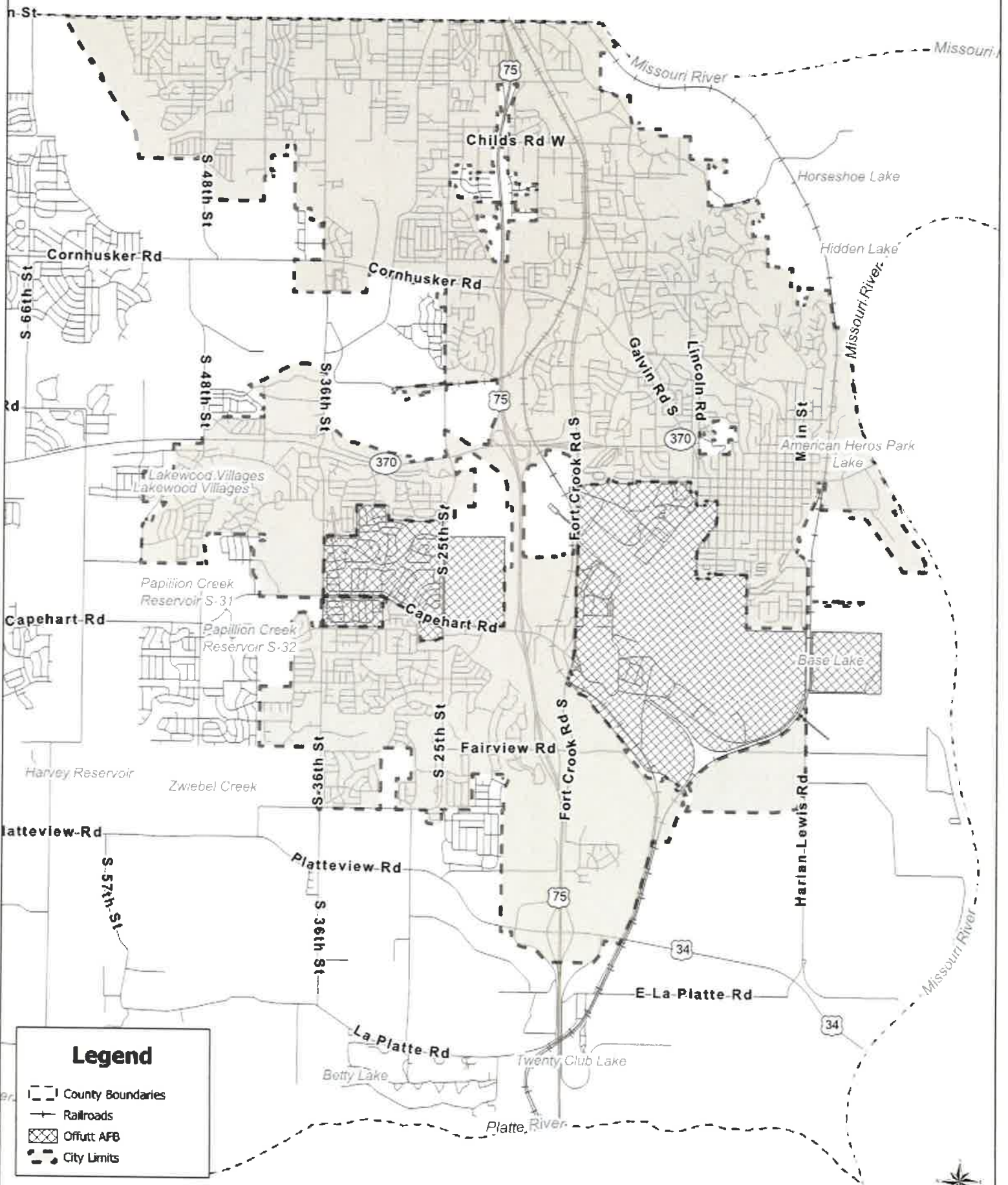


Legend

-  Current City Limit
-  County Boundaries
-  Railroads
-  Offutt AFB



City Limits After De-Annexation



1
2
3 **ORDINANCE NO. 4182**

4 AN ORDINANCE TO DETACH FROM THE CITY OF BELLEVUE, SARP
5 COUNTY, NEBRASKA, CERTAIN LANDS, LOTS, AND REAL ESTATE LYING WITHIN
6 THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE.

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

9
10 Section 1. Whereas, the owners of the land situated within and adjacent to the corporate
11 limits of the City of Bellevue and more particularly described as follows:

12
13 Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N,
14 R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West
15 of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E
16 of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as
17 described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located
18 in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County,
19 Nebraska.

20
21 have filed a request with the City Council that the property be detached from the city
22 limits of the City of Bellevue, Nebraska, and the Council does hereby find that it would be
23 advantageous and to the best interest of the City of Bellevue to detach said property from the city
24 limits.

25
26 Section 2. Therefore, the lands and real estate as described in Section 1 of this ordinance
27 are hereby wholly and entirely detached from the city limits of the City of Bellevue, Sarpy
28 County, Nebraska, and shall no longer be or constitute any part of the City of Bellevue,
29 Nebraska.

30
31 Section 3. All ordinances and parts of ordinances in conflict herewith shall be and the
32 same hereby are repealed.

33
34 Section 4. This ordinance shall become effective after its passage, approval, and
35 publication according to law.

36
37
38 ADOPTED by the Mayor and City Council this _____ day of
39 _____, 2025.

40
41
42
43
44 _____
45 Mayor

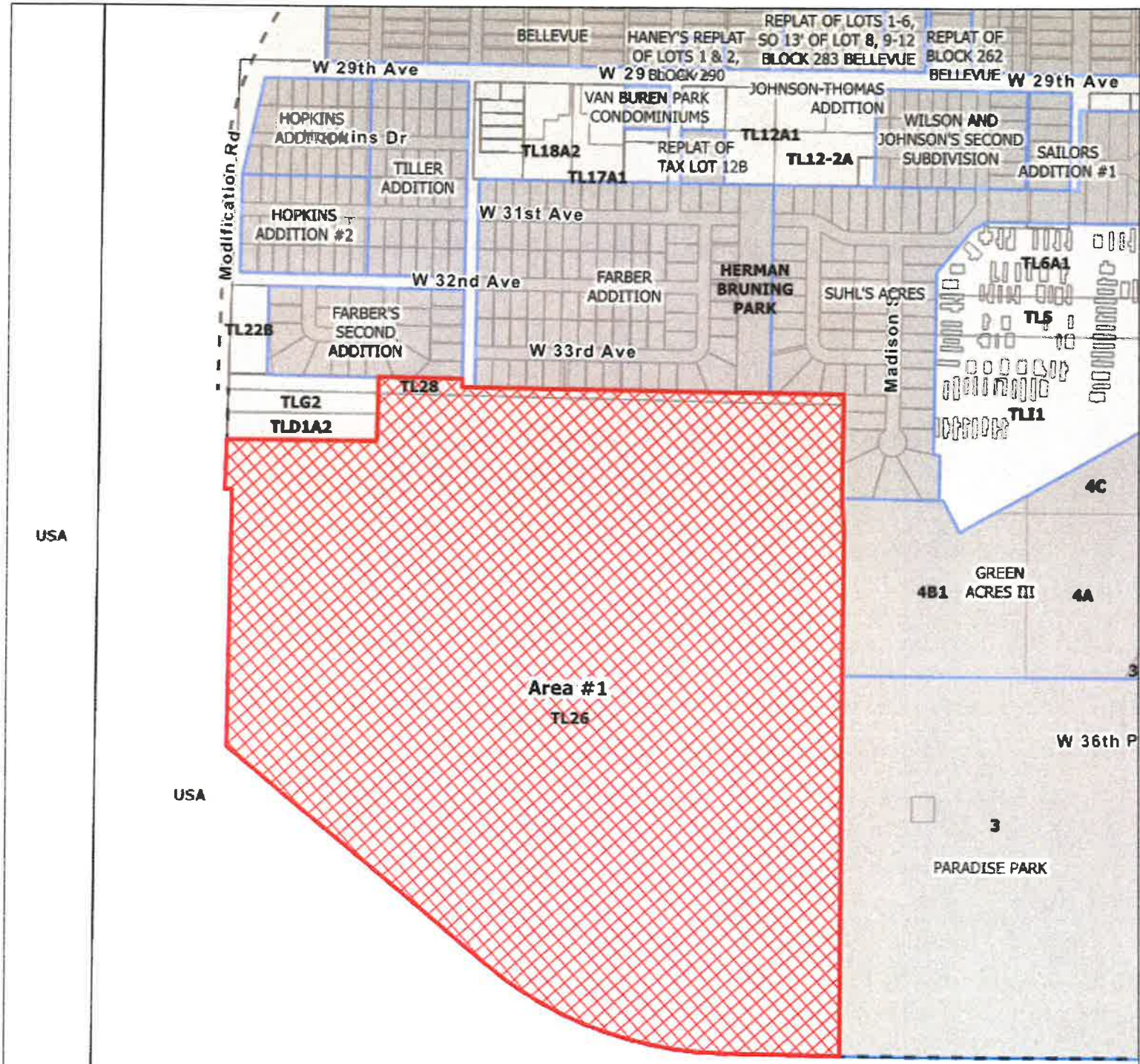
46
47 ATTEST:

48
49 _____
50 City Clerk

51
52 APPROVED AS TO FORM:

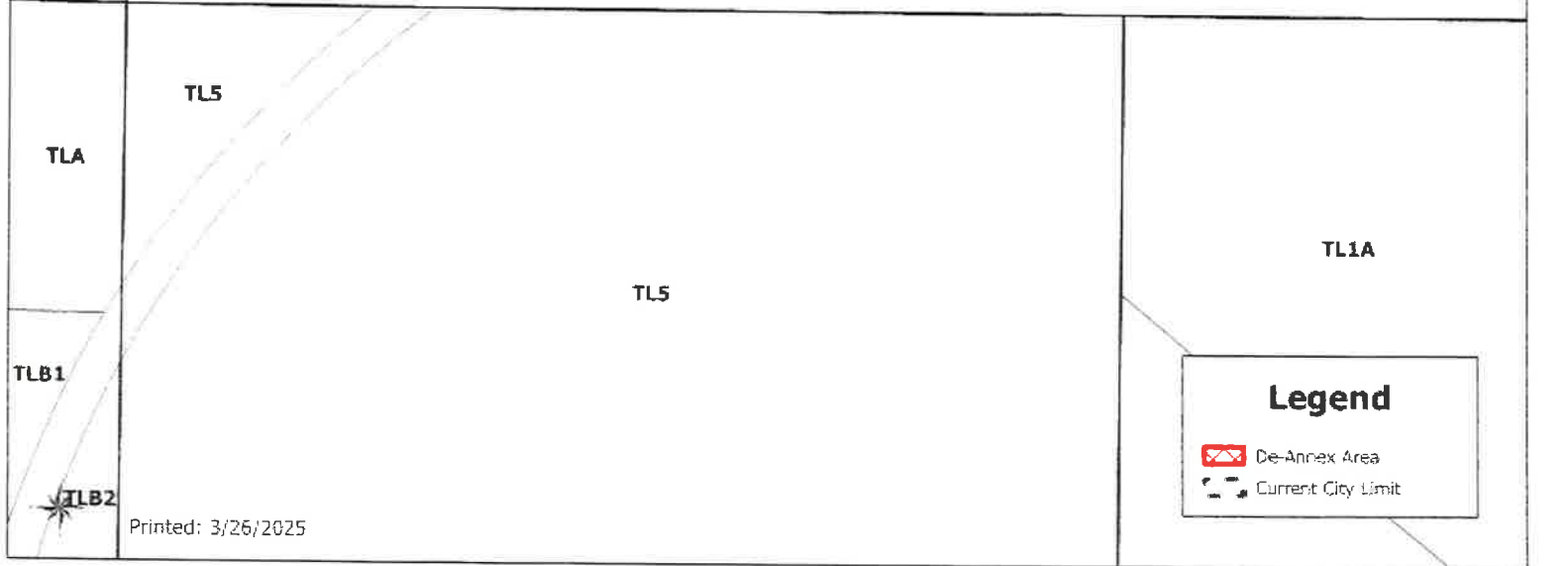
53
54
55 _____
56 City Attorney
57

- 1 First Reading _____
- 2 Second Reading _____
- 3 Third Reading _____





USA

USA



Legend

-  De-Annex Area
-  Current City Limit

108
PALMTAG'S
SUBDIVISION

TLC

Legal Description:

Part of Tax Lots 1 and 2A, North and West of
railroad right of way, located in SW1/4 NW1/4 of
Sec 13, T13N, R13E

Together with that portion of Tax Lot 1 and 2A as
described and filed for record Aug. 16, 1963 in
Deeds Records, Book 114, Page 590, located in
SW1/4 NW1/4 of Sec 13, T13N, R13E

Area #2

TL1

TL1

Area #3

Papillion Creek

TL2B

SE1/4NW1/4

TL1

TL2A

TL6

TL5B

TL8A

Legend

 De-Annex Area

 Current City Limit



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
4/15/2025

COUNCIL MEETING DATE: April 1, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for de-annexation of Offutt AFB property. Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

We recently amended the Ward One boundary to take into account our latest annexations. After the new boundary was approved, a detachment of recently acquired Offutt AFB property was requested. The property Offutt has acquired is in Ward One, subsequently, the boundary needs to be amended again.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Staff is recommending approval of the amendment.

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. 4183

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

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

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

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

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

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2025.

APPROVED AS TO FORM:

City Attorney

ATTEST

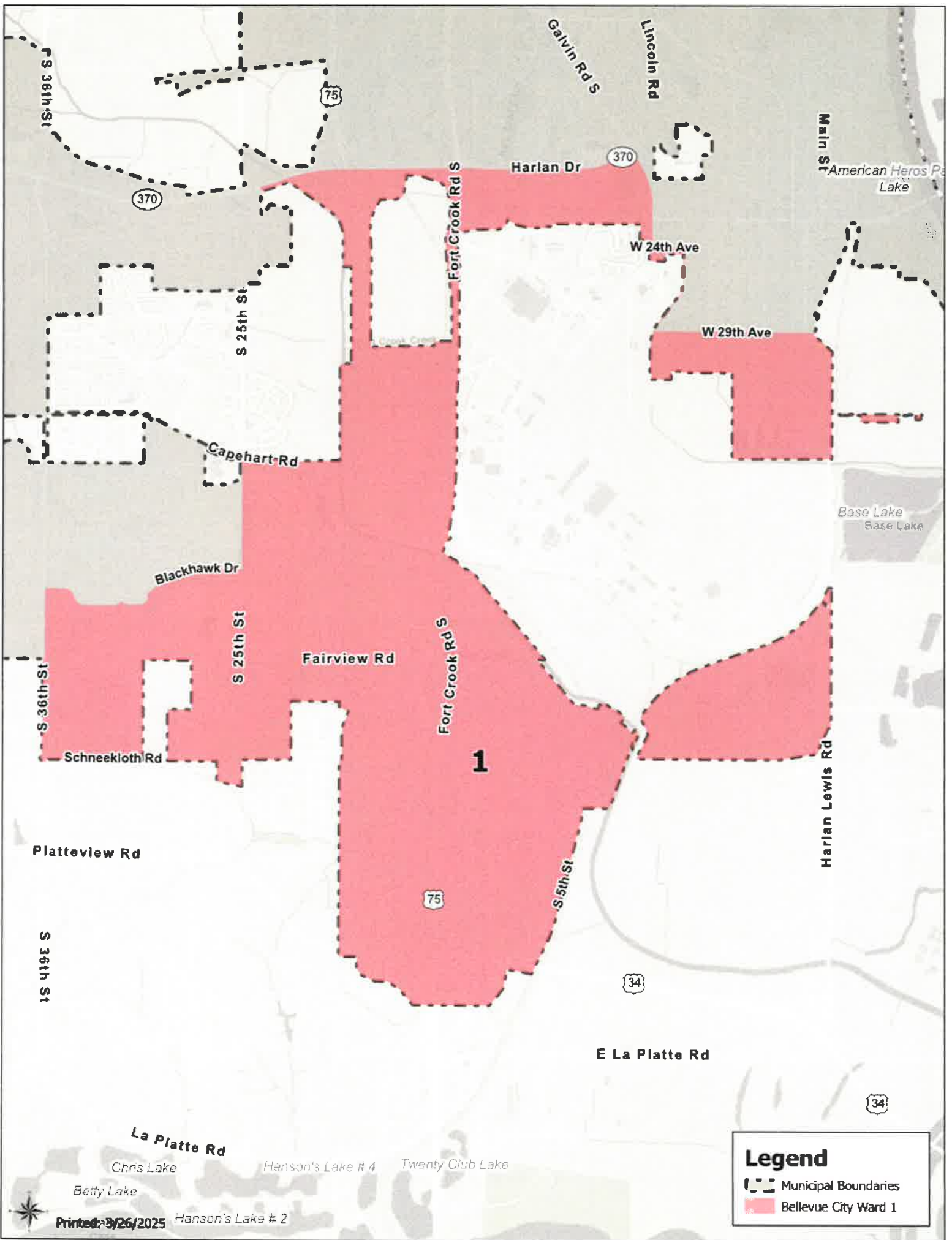
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Legend

- Municipal Boundaries
- Bellevue City Ward 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 15, 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-2502-03) Between 18th & 20th Street

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way between LOTS 1-6 BLOCK 1 EXC W 10 FT SWIFT PLACE, LOTS 7-10 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE other side LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:


RECOMMENDATION:

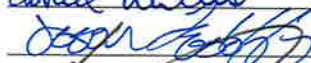
Approve the request to vacate all of the right of way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska.

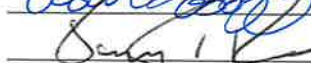
ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

ORDINANCE NO. 4184

AN ORDINANCE TO VACATE THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE, BELLEVUE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA WITH TITLE THERETO VESTING IN THE ABUTTING PROPERTY OWNER AND TO PROVIDE AN EFFECTIVE DATE THEREFORE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bellevue, Nebraska:

Section 1: That pursuant to the authority and provisions of Neb. Rev. Stat. §16-611, the following described portion of alley right-of-way should be and same hereby is vacated, subject to the reservations stated below; that retaining title to such property is not in the best interest of the City of Bellevue, and that pursuant to §16-611, title to such property shall vest in the abutting property owner:

THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE.

Section 2: Attached hereto and incorporated is Exhibit "A" depicting the right-of-way to be vacated.

Section 3: Pursuant to Neb. Rev. Stat. §16-611 there is reserved to the City the right to maintain, operate, repair and renew public utilities existing at the time title to the property is vacated;

and there is reserved to the City, to any public utilities and to any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times;

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 4. The City shall retain the right to all easements.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective after its passage, approval and publication according to law.

Passed and approved this _____ day of April, 2025.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



Application Number: **SV-2502-03**

Date of Application: 2/17/2025

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

STREET/ALLEY VACATION APPLICATION

Name: Robert Mueting

Address: 7415 S 20th Street Bellevue, NE 68147
Street City/State/Zip Code

Phone Number: 402-659-3300

Briefly state the reason for this request: To vacate easement to create more land.
space.

Legal description of street/alley to be vacated: 50 ft alley between 7400 Block between S 20th
Street and S. 18th St. Between LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE,
LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK
4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

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



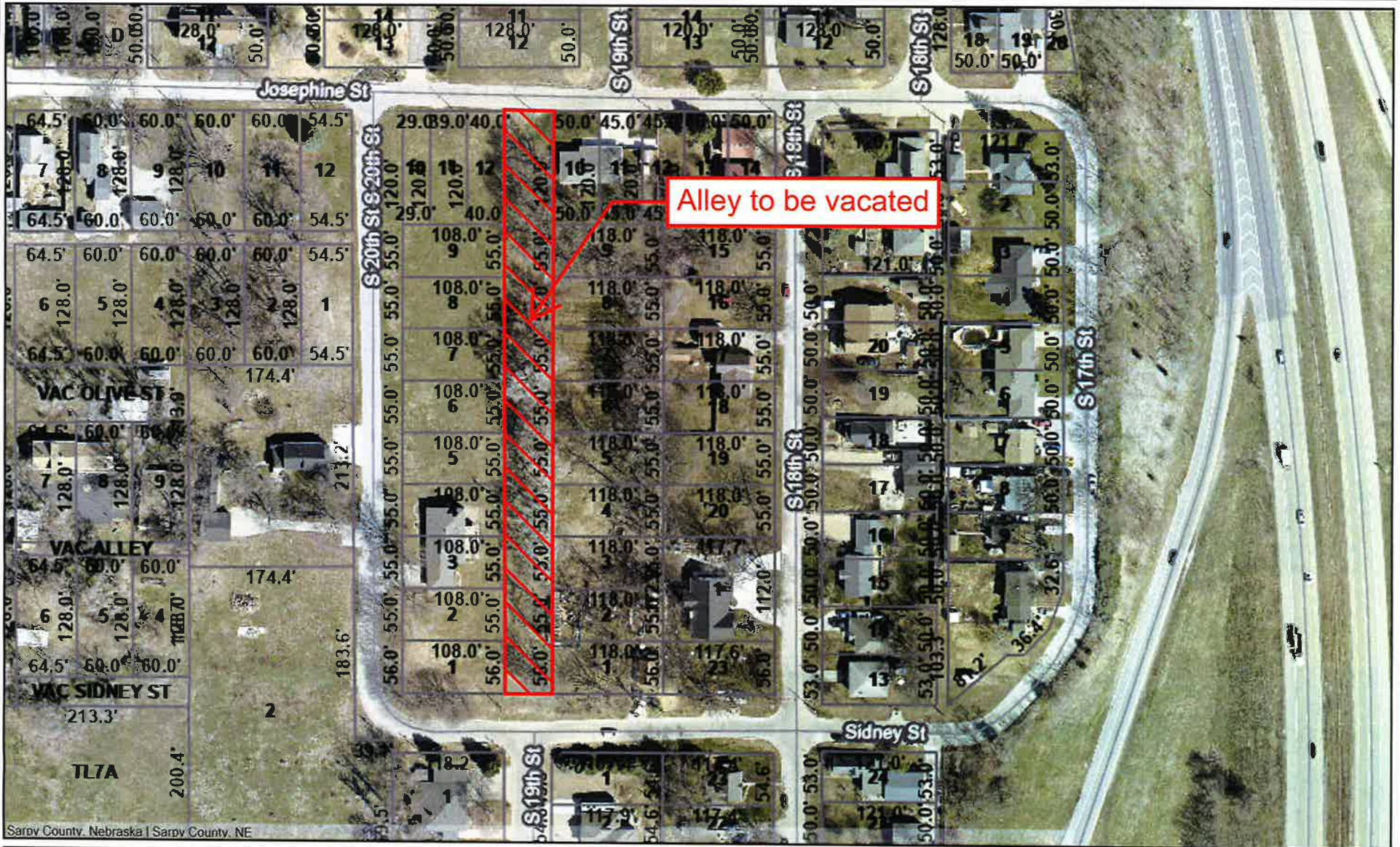
Signature of Applicant

STREET / ALLEY VACATION AGREEMENT

That portion of the street/alley platted in _____

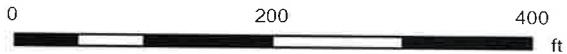
located in the _____ Bellevue _____, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to 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.

7415 S 18th St - Alley Vacation



Alley to be vacated

Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

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



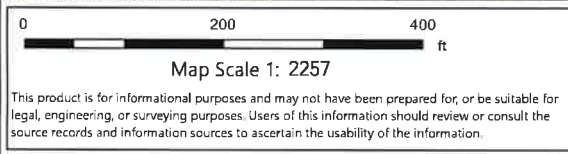
Notes Vacate alley between 18th and 20th St



7415 S 18th St - Alley Vacation



Alley to be vacated



Notes Vacate alley between 18th and 20th St

EXHIBIT "A"

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
4/15/2025

COUNCIL MEETING DATE: April 1, 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 type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zaremba Group, LLC. General Location: Southeast corner of West Chandler Road and South 22nd Street.

SYNOPSIS/BACKGROUND:

Zaremba Group, LLC, is requesting site plan approval for Lot 1, Kennedy Town Center Replat Eight to allow for the construction of an AutoZone auto parts store. The site is zoned BG-PCO, which requires site plan approval. An auto parts store is a permitted use in the BG (General Business) zoning district. This project is a part of an overall development plan for Kennedy Town Center Replat Eight, which is a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. Under this plan AutoZone would develop proposed Lot 1, while an automobile dealership would construct on Lot 2.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of the site plan.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff 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:

Tammi Palm
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Zaremba Group, LLC

CASE #: Z-2412-13

CITY COUNCIL HEARING DATE: April 1, 2025

REQUEST: for site plan approval for Lot 1 Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, for the purpose of an auto parts retail store, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M.

On February 27, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: February 27, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2412-13

FOR HEARING OF:

REPORT #1: February 27, 2025

REPORT #2: April 1, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Zaremba Group, LLC
Attn: Mark Zawadski
14600 Detroit Ave., Ste 1500
Lakewood, OH 44107

B. PROPERTY OWNER:

Oxus, LLC
Attn: Harvey Atamov
6115 L Street
Omaha, NE 68117

C. GENERAL LOCATION:

Southeast corner of West Chandler Road and South 22nd Street

D. LEGAL DESCRIPTION:

Lot 1, Kennedy Town Center Replat Eight, located in the Southwest $\frac{1}{4}$ of Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan approval for Lot 1, Kennedy Town Center Replat Eight.

F. EXISTING ZONING AND LAND USE:

BG-PCO/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval to construct an AutoZone auto parts store.

H. SIZE OF SITE:

The site is approximately 1.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential (across West Chandler Road), RD-60
- 2. **East:** Automobile Dealership, BGH-PCO
- 3. **South:** Automobile Dealership, BGH-PCO
- 4. **West:** Commercial (across South 22nd Street) BG-PCO

C. RELEVANT CASE HISTORY:

1. On April 27, 2006, the Planning Commission recommended approval of a request to rezone Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots, 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG-C to BG-C, BN, and RG-20-PD for the purpose of commercial and residential development; site plan approval for Lots 1 through 84, inclusive, Kennedy Town Center; preliminary plat Lots 1 through 84, inclusive, Kennedy Town Center; and waiver of Section 6-4, and Section 6-7 (4) and (7), Subdivision Regulations. The City Council approved the aforementioned requests on August 14, 2006.

2. On May 22, 2006, the Planning Commission recommended approval of a request to final plat Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. The City Council approved these requests on August 14, 2006.

3. On September 27, 2011, the small subdivision plat of Lots 1 and 2, and Outlot A, Kennedy Town Center Replat Four, being a replat of Lot 73, Kennedy Town Center, located in the Southwest 1/4 of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska was administratively approved.

4. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest 1/4 of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center. The City Council approved these requests on October 20, 2020.

5. On February 27, 2025, the Planning Commission recommended approval of a site plan for Lot 1, Kennedy Town Center Replat Eight, located in the Southwest ¼ of Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an AutoZone auto parts and supply store.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.25, Zoning Ordinance, regarding PCO uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA 2022 average annual daily traffic (AADT) data for the southbound Highway 75 off-ramp to Chandler Road was 19,000 vehicles per day. The AADT for the intersection of 25th Street and Chandler Road was 19,000 vehicles for both directions along Chandler Road in 2022.

2. The proposed development will have access from South 22nd Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Mark Zawadski, on behalf of Zarembo Group, LLC, has submitted a request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an auto parts and supply store. The site is zoned BG-PCO. Site plan approval is required for the -PCO zone.

An auto parts store is a permitted use in the BG (General Business) zoning district.

2. This project is part of an overall development plan for Kennedy Town Center Replat Eight, which is a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. Under this plan, AutoZone would develop proposed Lot 1, while an automobile dealership will construct on Lot 2.

The replat and site plan for Lot 2 is currently pending the City Council public hearing process as well.

3. The site layout plan shows a total of 30 standard parking stalls and two ADA parking stalls for a total of 32 parking stalls. The ordinance requires one stall for every 200 feet of gross sales area for a minimum requirement of 21 parking stalls.

4. The applicant has submitted a landscape plan as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

5. The city has been in the process of studying water drainage and detention in this area. Jacobs Engineering has been contracted by the city to do so. The regional detention basin on Lot 2, Kennedy Town Center Replat Eight, was included in the overall study.

The AutoZone development is proposing to handle their detention on site. They are by-passing the regional detention basin on Lot 2.

City engineers, as well as the city contracted JEO engineer, are comfortable with the drainage report as submitted and revised.

6. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Planning Director/designee, Sarpy County GIS/911, and the Omaha 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.

Public Works Engineer Matt Knight, along with the city's engineering consultant from JEO, had comments pertaining to drainage and design standards, which have since been addressed by the applicant's engineer.

No other comments were received on this case.

7. The applicant will also be required to meet the regulations of Section 8.12, Zoning Ordinance, for design standards for the auto parts and supply store. This review will be conducted as part of the building permit process.

8. Given the existing nature of the development and underlying zoning, staff believes this is an appropriate use of the property.

9. This request is in conformance with the Future Land Use Map of the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received February 14, 2025
4. Landscaping plan received February 14, 2025
5. Letter from Foresite Group Engineering received December 20, 2024

VII. COPIES OF REPORT TO:

1. Zaremba Group, LLC (Mark Zawadski)
2. Foresite Group, LLC (Patrick Colliflower)
3. Oxus, LLC (Harvey Atamov)
4. Public Upon Request

Angelina M. Cury
Assistant Planning Manager

Sammi A. Palm 03/25/25
Planning Director Date of Report

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
4/15/2025

COUNCIL MEETING DATE: 4/15/2025		SUBMITTED BY: Chief Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replacement of a Pumper Tanker and Heavy Duty Rescue.

SYNOPSIS/BACKGROUND:

The new Pumper Tanker will be replacing a 25 year old Pumper Tanker. The new Pumper Tanker will take 4 years to build. The old Pumper Tanker will be 29 years old. The price of the new Pumper Tanker is \$1,575,000.00.
The new Heavy Duty Rescue (HDR) will take 4 years to build before delivery, replacing two units which will be 39 years and 32 years old at the time of replacement.
The price of the new HDR is \$1,985,000.00. For a grand total of \$3,560,000.00.
There is no down payment required and the price is locked in when the contract is signed.

FISCAL IMPACT: \$3,560,000.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: purchase agreement for two fire apparatus

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:

Purchase the new Pumper Tanker for the cost of \$1,575,000.00.
Purchase the Heavy Duty Rescue for the cost of \$1,985,000.00.

ATTACHMENTS:

1. Purchase Agreement	2. Proposal Letter	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Poyhillon
[Signature]
[Signature]



March 17, 2025

Assistant Chief Steve Betts
City of Bellevue Fire Department
211 W 22nd Ave.
Bellevue, NE 68005

Subject: **Proposal for one (1) Pierce Velocity PUC Tanker - Proposal / Bid 1191**
AND
One (1) Pierce Velocity Heavy Duty Rescue-Non-Walk-In – Proposal / Bid 1192

Dear Assistant Chief Betts,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – \$1,575,000.00 – Velocity PUC Tanker – Bid 1191
\$1,985,000.00 – Velocity Heavy Duty Rescue – Bid 1192
\$3,560,000.00 – Total Sale Price

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Appleton, WI / Shipping to Bellevue, NE
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).
Delivery* – 49 – 52 months from receipt and acceptance of contract for Bid 1191
43 – 46 months from receipt and acceptance of contract for Bid 1192

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 308-850-2811 or todd.clyne@macqueengroup.com.

We wish to thank the City of Bellevue Fire Department for the opportunity to submit our proposal.

Respectfully,

Todd Clyne

Todd Clyne
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as a Delaware limited liability company DBA MacQueen Emergency ("MacQueen"), and City of Bellevue, ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date the customer takes physical possession of the Product from MacQueen.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$3,560,000.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the Customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" of the Purchase Price prior to release of the vehicle to the Customer, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance**a. Delivery**

Delivery of the Product is approximately **49-52 months for Bid 1191 & 43-46 months for Bid 1192** from the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Bellevue
Assistant Chief Steve Betts
211 W 22nd Ave.
Bellevue, NE 68005
With a copy to:
City Attorney
1500 Wall Street
Bellevue, NE 68005

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement and the implied warranties pursuant to the Uniform Commercial Code, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products

provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's use of the product which are not caused by the negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default of or has breached any other contract or agreement with MacQueen in existence on the Effective Date of this Agreement.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written

approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the Effective Date of this Agreement. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF BELLEVUE

Signature: _____

Signature: _____

Name: _____

Name: Rusty Hike

Title: _____

Title: Mayor

Date: _____

Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

 MacQueen Equipment, LLC
 1125 7th Street East
 St. Paul, MN 55106

 Customer Name City of Bellevue Date March 17, 2025

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Velocity	PUC Tanker	\$1,575,000.00
1	Velocity	Heavy Duty Rescue-Non-Walk-In	\$1,985,000.00

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title
<u>Steve Betts</u>	<u>Assistant Fire Chief</u>
<u>Dow Gifford</u>	<u>Battalion Chief</u>

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after full payment as set forth in Section 4 of the Purchase Agreement to which this Exhibit A is attached, is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF March 17, 2025 BETWEEN MACQUEEN AND City of Bellevue (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO.

City of Bellevue 1500 Wall Street Bellevue NE 68005

Is there a lienholder? Yes No

If yes, please provide lienholder Name & Address.

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1191 for Velocity PUC Tanker & 1192 for Velocity HDR-NWI Dated 3/17/2025 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1191 for Velocity PUC Tanker & 1192 for Velocity HDR-NWI Dated March 17, 2025.



Option List

3/17/2025

Customer: Bellevue Fire Department
Representative: Clyne, Todd
Organization: MacQueen Emergency Group
Requirements Manager:
Description: Bellevue HDR
Body: HDR, Non-Walk-In, Aluminum
Chassis: Velocity Chassis (Big Block), 2010

Bid Number: 1192
Job Number:
Number of Units: 1
Bid Date: 01/31/2025
Stock Number:
Price Level: 51 (Current: 51)
Lane:

Line	Option	Type	Option Description	Qty
1	0766614		HDR Boiler Plate Fire Department/Customer - Bellevue Fire Rescue Operating/In conjunction W-Service Center - Operating Miles - 10 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Pierce Mfg Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533352		Special Services (Rescue) Fire Apparatus	1
8	0588614		Vehicle Certification, Rescue	1
9	0681285		Agency, Apparatus Certification, Rescue, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0535579		Not Required, Unit of Measure, (no pump, no tank)	1
12	0529326		10%, Pierce Built Chassis	1
13	0816569		P-Bond, Not Requested, PPI	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0564202		Velocity Big Block Chassis	1
17	0000110		Wheelbase Wheelbase - 267.5	1
18	0000070		GVW Rating GVW rating - 70,800	1
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
21	0508849		22,800 lb TAK-4 Axle	1
22	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
26	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
27	0508439		Axle, Rear, Meritor RT46-160, 48,000 lb, HDR/Tiller Tractor	1
28	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
29	0581285		Suspen, Rear, Hendrickson FMX 482 EX, Air Ride, 48,000 lb, HDR	1
30	0000485		Oil Seals, Rear Axle	1
31	0663333		Driver Controlled Differential Locks, Both Axles, Tandem	1
32	0824974		Tires, Rear, Goodyear, G622 RSD, 11R22.50, 16 ply, Tandem	1
33	0654791		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
36	0801909		Lug Nut, Covers, Chrome	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires) Qty, Pair - 01	1

Line	Option	Type	Option Description	Qty
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
42	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0000789		Brake Reservoirs, Five Paint Color, Air Tanks - Black #98	1
47	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0000856		Air Inlet, with Kussmaul Air Eject Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
50	0000810		All Wheel Lock-up	1
51	0808504		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2027, Velocity	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
56	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
57	0123135		Air Intake, w/Ember separator, Imp/Vel	1
58	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
59	0816172		Adapter, Exhaust, Plymovent Bladder, for 6" or 7" Diffuser Outlet	1
60	0787999		Radiator, Impel/Velocity	1
61	0511425		Cooling Hoses, Rubber	1
62	0803687		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension	1
63	0001129		Lines, Fuel	1
64	0644984		DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rear Axle, Double Dr	1
65	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
66	0552567		Shutoff Valve, Fuel Line @ Fuel Tank	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0578959		Fuel/Water Separator, Racor Inline	1
69	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
74	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
75	0509230		Steering Wheel, 4 Spoke without Controls	1
76	0559647		Pierce Logo on Horn Button	1
77	0059666		Winch, Warn, 9,000 lb. Portable Receiver Type	1
78	0832242		Winch, Warn, 15000 lb. Fixed, Front, M15000 Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
79	0123625		19" Stainless Steel Bumper	1
80	0740430	SP	Box, Tool (no cover), 13" Deep, 10" Below & 3" Above Grating, Bumper extension - Grating, Rubber	1
81	0633467		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
82	0740426	SP	Box, Tool (no cover), 13" Deep, 10" Below & 3" Above Grating, Bumper extension - Grating, Rubber	1
83	0633453		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
84	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
85	0002007		Tow Eyes, Painted, Below Deck	1
86	0652621		Cab, Velocity FR, 7020 Raised Roof	1
87	0724207		Engine Tunnel, X12-15, MX13, Foil Insulation w/Mech Fasteners, Velocity FR	1

Line	Option	Type	Option Description	Qty
88	0887600		Cab Insulation, Impel/Velocity FR	1
89	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
90	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
91	0123176		Grille, Bright Finished, Front of Cab, Velocity	1
92	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
93	0087357		Molding, Chrome on Side of Cab	1
94	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
95	0667921		Half Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
96	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
97	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
98	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
99	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
100	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
101	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
102	0002140		Fenders, S/S on Cab	1
103	0122479		Window, Side of C/C, Fixed, Velocity	1
104	0552935		Trim, Cab Side Windows, Velocity	1
105	0012090		Not Required, Windows, Front/Side of raised roof	1
106	0530327		Window, Rear Side of CC, Upper, Fixed, 20" Raised Roof	1
107	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
108	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
109	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocit SLT	1
110	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
111	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
112	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
113	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
114	0741239		HVAC, Heavy-Duty, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
115	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - No Retention	
116	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
117	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
118	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
119	0583039		Not Required, Side Roll and Frontal Impact Protection	1
120	0622619		Seating Capacity, 4 Belted Seats	1
121	0697007		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, PRIMARY	1
122	0696995		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, PRIMARY	1
123	0002517		Not Required, Radio Compartment	1
124	0123152		Seat, Rr Fcng C/C, LS Otbrd, Pierce PS6, Premium, SCBA, PRIMARY	1
125	0102783		Not Required, Seat, Rr Facing C/C, Center	1
126	0123155		Seat, Rr Fcng C/C, RS Otbrd, Pierce PS6, Premium, SCBA, PRIMARY	1
127	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
128	0783725		Cabinet, Forward Facing, Center, 42 W x 39 H x 24 D, Roll, Imp/Vel	1
			False Floor, EMS Cabinet - No False Floor	
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left	
		Side	Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, White, Non-Locking	

Line	Option	Type	Option Description	Qty
128			Louvers, Cabinet - 0-No Louvers	
129	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
130	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 04	
131	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
132	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
133	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
134	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
136	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0631776		Not Required, Overhead Map Lights	1
138	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
139	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
142	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
143	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnl - Driver's Side Overhead	
144	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
145	0820904		DO NOT TURN ON BATT DIR FEATURES!!	3
			Qty, - 03	
			12vdc power from - Battery switched	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location, Spare Wiring - Officer Dash, Center Console and Engine	
			Tunnel - Officer's Side	
146	0821302		Wiring, Spare, 12V DC, USB-A & C, Kussmaul 091-264 Cab Batt Dir 1st NFPA1900/ULC	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Location - TBD	
147	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
148	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
149	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
150	0802726		Intercom, David Clark, 5-Pos, 2-Dual Radio, (D, O, RPTT), 3ibC, 3805	1
			Location - TBD	
			Location, Intercom, C Cab - 3) 2 rear 1forward facing	
151	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - TBD	
152	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	5
			Qty, - 05	
			Location - TBD	
153	0819255		Hangers For Headsets, NFPA/ULC 2024, Each	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Rear	
			Fcng Seat and PS Outbrd, Rear Fcng Seat	
154	0736417		Install Customer Provided Two-Way Radio(s), Single Remote Head	1
			Location - TBD	
			Qty, - 01	
			Fill in Blank - TBD	
155	0771676		Install Customer Provided GTT, Opticom, 2100, GPS, High Priority	1
			Location - TBD	
156	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	

Line	Option	Type	Option Description	Qty
157	0832125	SP	Camera, Pierce, LS Mux, RS, LS, R, Cameras, AHD, Two 7" HD Displays in CC Location - On the interior rear wall of the cab, outboard each side. Color - 4) white Camera System Audio - Not Provided	1
158	0814861		Camera, Switcher, Pierce, 4 channel, AHD, CVBS	1
159	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
160	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT Color, Antenna - White Antenna Module Housings - Black Housing with Power and Status Ind	1
161	0896456		Prognostics, Electrical System	1
162	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial Subscription, Telematics - 3 Year Subscription	1
163	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
164	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
165	0008621		Battery System, Single Start, All Custom Chassis	1
166	0123174		Battery Compartment, Imp/Vel	1
167	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
168	0814869		Location, Cab, Charger, Behind Driver Seat	1
169	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
170	0814942		Location, Cab, Ind/Remote, Driver's Seat with Bracket	1
171	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
172	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
173	0783395		Transfer Switch, Generator to Shoreline 30 Amp and Under	1
174	0009429		Electric Power Only, Portable Winch Location - All winch/receiver location Qty, Receptacles - 04	4
175	0647728		Alternator, 430 amp, Delco Remy 55SI	1
176	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
177	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
178	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel/AXT/Qtm Color, Lens, LED's - m)match LED's	1
179	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
180	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
181	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
182	0805181		Lights, Tail, WIn 604BTT* Red LED Stop/Tail & 604T Amb LED Dir w/Flange Color, Lens, LED's - Clear Color, Trim - Chrome Trim	1
183	0805618		Lights, Backup, WIn M62BU Color, Trim - Chrome Trim	1
184	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
185	0805459		Light, Directional, WIn M62T, Pair, Rear Body Location - Each side Low Color, Lens, LED's - Clear Color, Trim - Chrome Trim Flash Pattern, Directional Lts - Steady On (Arrow)	1
186	0589905		Alarm, Back-up Warning, PRECO 1040	1
187	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
188	0616293		Not Required, Lights Perimeter Pump House, No Pump	1
189	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
190	0896454		Enhanced Software for Perimeter Lts	1
191	0608996		Lights, Step, P25 LED, HDR-NWI, Rear & Rec Walkway, Rr Sw	1
192	0892654		Light, Step, Additional, P25 LED Qty, Lights - 01 Location, Lights - above 12" intermediate step at rear of unit	1

Line	Option	Type	Option Description	Qty
192			Color, Trim - Chrome Housing	
193	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 02 Location, driver's/passenger's/center - 1DS & 1PS Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	2
194	0731688		Lights, HiViz FT-GSMJR-* LED 1st Location - D/S Cab rear of crew cab as high as possible D/S above window in middle of cab as high as possible Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Chrome Housing	2
195	0731686		Lights, HiViz FT-GSMJR-* LED 2nd Location - P/S Cab rear of crew cab as high as possible P/S above window in middle of cab as high as possible Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Chrome Housing	2
196	0764632		Lights, HiViz FT-B-72-* LED, 2nd Location - P/S center of body Qty, - 01 Control, Scene Lts - PS Scene Lts Color, Lt Housing HiViz - White	1
197	0733336		Lights, HiViz FT-GESM* LED 2nd Location - P/S front and rear body bulkhead Qty, - 02 Control, Scene Lts - RS Scene Lts Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	2
198	0764634		Lights, HiViz FT-B-72-* LED, 1st Location - D/S center of body Qty, - 01 Control, Scene Lts - DS Scene Lts Color, Lt Housing HiViz - White	1
199	0733343		Lights, HiViz FT-GESM* LED 1st Location - D/S front and rear body bulkhead Qty, - 02 Control, Scene Lts - LS Scene Lts Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	2
200	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
201	0743346		Lights, Rear Scene, HiViz FT-GSMJR-*, Surface Mt Location, Lights - D/S and P/S rear of apparatus as high as possible Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Cup Switch At Rear SS Color, Trim - Chrome Trim & Optic Holder	2
202	0795742		Not Required, Walking Surface, Alt. Walking Surface Lights, HDR	1
203	0019030		Custom Aluminum Heavy Duty Non-Walk-In	1
204	0054553		26.5' Body Length, 60.72.Tandem.60, NWI	1
205	0656685		100" Body Width, NWI	1
206	0636880	SP	103.25" Body Height, NWI, Tandem	1
207	0617576		HDR Hatch, Walkway & Recessed Area Configuration of Hatch Compartments - 1.) Two Each Side Location, Recessed Area - Front, Transverse	1
208	0692726		Doors, Gortite, Roll-up, Side Compartments Qty, Door Accessory - 08 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	8
209	0054558		26.5' Body Roll Doors, 60.72.Tandem.60, NWI	1
210	0831512	SP	Left Forward Compt, 60" & 72", Roll, 72" High, NWI	1
211	0734827	SP	Left Over Wheel Compt, 52"-51", 43.25" H, Roll, Tandem, NWI (Transverse)	1
212	0688631	SP	Left Rear Compt, 60" W x 72" H, Roll, NWI	1
213	0831514	SP	Right Forward Compt, 60" & 72", Roll, 72" High, NWI	1
214	0734826	SP	Right Over Wheel Compt, 52"-51", 43.25" H, Roll, Tandem, NWI (Transverse)	1

Line	Option	Type	Option Description	Qty
215	0688630	SP	Right Rear Compartment, 60" W x 72" H, Roll, NWI	1
216	0785314		Rear Compt Roll Door, Gortite	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
217	0535004		Cabinet, Drawer Assy, Aluminum, Four Drawers, Up To 48" Wide	1
			Location - TBD	
			Qty, - 01	
			Finish, Interior Cabinet - Brushed Aluminum	
			Size, Drawer Height 1 (Top) - 3.00"	
			Size, Drawer Height 2 - 4.00"	
			Size, Drawer Height 3 - 5.00"	
			Size, Drawer Height 4 - 5.00"	
218	0503432		Audio/Video Network Not Provided	1
219	0568053		Recess, Awning Mount, Side of Body	2
			Location - D/S and P/S Awnings	
			Qty, - 02	
220	0596705		Awning, Electric, HDR Body, Girard, G-2000, Painted Cover	2
			Location - D/S and P/S of body	
			Color, Paint - Red to match body - Red 90	
			Qty, - 02	
			Color - 2) red	
221	0818526		Hitch, Receiver, Rear/Sides, Under Body (HDR ONLY), No Ball or Wiring	1
222	0099429		Hitch, Receiver, Sides, Through Fenders, Between Tandems	1
223	0033977		Ladder, Access, Zico Quic-Ladder, Model RL-2-6	1
			Location, driver's/passenger's/center - Right Side	
224	0629341		Rope Anchors, Pair, 9,000 lb Rating	3
			Qty, Pair - 03	
			Location, Rope Anchors, First Pair - Side Sheet, Upper Front Corner	
			Location, Rope Anchors, Second Pair - Side Sheet, Upper Rear Corners	
			Location, Rope Anchors, Third Pair - Rear Sheet, Upper Corners	
225	0043762		Divider, Compt, Vertical	4
			Location - TBD	
			Qty, - 04	
226	0564526	SP	Panel, Access, Removable	1
			Location - LS1 as large as possible above the frame rails to access the cascade bottles	
			Qty, - 01	
227	0004201		Rack, SCBA Bottles, 7.50" x 7.50"	1
			Location - TBD	
			Qty, - 1	
			Configuration - 4 wide x 4 high	
228	0807384		Recess For Reel(s), In Hatch Compartment(s) w/Removable Cover	2
			Location - TBD	
			Qty, Reel - 02	
229	0794489		Bumper, Rear, Non-Walk-In 13.00" D	1
230	0793822		No Water Tank	1
231	0023410		Not Required, Overflow	1
232	0028107		Not Required, Foam Cell Modification	1
233	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
234	0680848		No Hose Bed, HDR	1
235	0013534		Not Required, Running Boards	1
236	0690026		Wall, Rear, Body Material, HDR	1
237	0003540		Tow Eyes (2) (Tanker/Rescue)	1
238	0552955		Blister, Compts in Front of Rear Axle, To Clear Firemaax Suspension	1
239	0597964		Guard, Rain Drip Over Door	9
			Qty, Door Accessory - 09	
			Location, Door Accessory - All Doors	
240	0641356		Cutout, Rollup Door Flange, Gortite Provided Cutout	10
			Qty, Door Accessory - 10	
			Location, Compartment, Predefined - B1	
241	0689547		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, HDR	9
			Qty, - 09	
242	0606068		Lights, Hatch Compt, Pierce LED Strip Lights, HDR	1

Line	Option	Type	Option Description	Qty
243	0652247		Shelf, Adjustable, 500 lb Capacity, Standard Depth, HDR Qty, Shelf - 03 Location, Shelf - TBD Material Finish, Shelf - Painted - Spatter Gray	3
244	0652244		Shelf, Adjustable, 500 lb Capacity, 1/2 Trans, HDR Qty, Shelf - 06 Location, Shelf - TBD Material Finish, Shelf - Painted - Spatter Gray	6
245	0652242		Shelf, Adjustable, 500 lb Capacity, Full Trans, HDR Qty, Shelf - 03 Location, Shelf - TBD Material Finish, Shelf - Painted - Spatter Gray	3
246	0652269		Tray, 500 lb, Slide-out, 1-Way, Utility, Adj Height, 3" Sides, 1/2 Trans, HDR Location - TBD Qty, Tray (slide-out) - 04 Material Finish, Tray - Painted - Spatter Gray	4
247	0652262		Tray, 200 lb, Tilt/Slide-out, 30 Deg, Adj, 1/2 Trans, HDR Location - TBD Qty, Tray (slide-out) - 04 Material Finish, Tray - Painted - Spatter Gray	4
248	0646005		Tray, Floor Mounted, Utility, Two Way Slide-Out, 500lb, 3" Sides, Full Trans Qty, - 04 location - TBD Material Finish, Tray - Painted - Spatter Gray	4
249	0646559		Tray, Floor Mounted, Utility, One Way Slide-Out, 500lb, 3" Sides, 1/2 Trans Qty, - 04 location - TBD Material Finish, Tray - Painted - Spatter Gray	4
250	0646301		Tray, Floor Mounted, Slide-Out, Aluminum Plate, Flat Top Qty, - 01 location - TBD Material Finish, Tray - Unpainted for Special Coating	1
251	0725634		Cabinet, Drawer Assembly, CTECH, Four Drawers, Up To 48" Wide, 24" Deep Qty, - 01 Location - TBD Size, Drawer Height 1 (Top) - 3.00" Size, Drawer Height 2 - 3.75" Size, Drawer Height 3 - 3.75" Size, Drawer Height 4 - 5.75"	1
252	0648489		Toolboard, Slide-out, Alum, .188", Peg Board, Standard Depth, HDR Finish - Painted, Compt Interior, Spatter Gray location - TBD Qty - 5	5
253	0726451		Partition, Vertical Compt Qty, Partition - 04 Location, Partition, Vertical - TBD	4
254	0087835		Rack, Air Bags Inside Compartment, 7-Slot Location - TBD Size - TBD Finish - Painted, Spatter Gray	1
255	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
256	0004024		Fender Crowns, Rear, S/S	1
257	0519849		Not Required, Hose, Hard Suction	1
258	0044229		No Extension Ladder Req'd	1
259	0074231		No Roof Ladder Required	1
260	0074248		Not Required, Folding Ladder	1
261	0540739		Not Required, Rack, Equipment Storage	1
262	0044067		Step, HDR Pull-Out Rear Location, driver's/passenger's/center - Center	1
263	0084388		Step, Full Width, Rear Of Body, 8.00"	1
264	0518339		No Pump House	1
265	0092531		Not Required, Pump House Structure	1
266	0796159		Not Required, Pump, Rescue	1
267	0012216		No Seal/Packing Required	1

Line	Option	Type	Option Description	Qty
268	0012690		Not Required, Trans, Pump	1
269	0669703		Not Required, Pumping Mode	1
270	0024484		Not Required, Pump Shift	1
271	0046295		Transmission Lock-up, Not Req'd, NO PUMP	1
272	0046296		Not Required, Auxiliary Cooling System, NO PUMP	1
273	0046283		Not Required, Transfer Valve, NO PUMP	1
274	0024513		Not Required, Intake Relief Valve	1
275	0046403		No Relief Valve Req'd, No Pump	1
276	0012336		No Pump Primer Req'd	1
277	0012816		Not Required, Pump Manuals	1
278	0090789		Not Required, Plumbing, No Pump	1
279	0046371		Not Required, No Plumbing or Foam System	1
280	0796254		No Main Inlet Required, Rescue No Pump	1
281	0584002		Not Required, Cap, Main Pump Inlet, No Side Inlet Caps Required, No Pump	1
282	0089389		No Valves, (No Pump)	1
283	0074685		Not Required, Inlet Installation	1
284	0064700		Not Required, Inlet Control	1
285	0055600		Not Required, Auxiliary Inlet, Left Side	1
286	0029147		Not Required, Inlet, Right Side	1
287	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
288	0681730		Not Required, Tank to Pump, No Pump	1
289	0074900		Not Required, Tank Fill	1
290	0089394		Not Required, Outlet Control, No Pump	1
291	0551181		Not Required, Outlet, Left Side, Rescue	1
292	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
293	0092570		Not Required, Outlets, Left Side Additional	1
294	0021143		Not Required, Outlet, Right Side	1
295	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
296	0092571		Not Required, Outlets, Right Side Additional	1
297	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
298	0545326		Not Required, Outlet, Large Diameter, No Pump	1
299	0007308		Not Required, Elbow, Large Diameter Outlet	1
300	0092572		Not Required, Outlet, Front	1
301	0092574		Not Required, Outlet, Rear, Additional	1
302	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
303	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
304	0029106		Not Required, Deluge Outlet	1
305	0029302		No Monitor Requested	1
306	0029304		No Nozzle Req'd	1
307	0029107		No Deluge Mount	1
308	0723726		Speedlay Module Not Required	1
309	0722432		Hose Restraint Not Required, No Speedlay Module	1
310	0723395		Speedlays, Not Required	1
311	0723394		Speedlays, Not Required	1
312	0519936		No Crosslays	1
313	0029260		No Speedlays	1
314	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
315	0046372		Not Required, Foam System, Pump, or Plumbing	1
316	0012126		Not Required, CAF Compressor	1
317	0552517		Not Required, Refill, Foam Tank	1
318	0042573		Not Required, Foam System Demonstration	1
319	0045465		Not Required, Foam Tanks	1
320	0091110		Not Required, Foam Tank Drain	1
321	0091079		Not Required, Foam Tank #2	1
322	0091112		Not Required, Foam Tank #2 Drain	1
323	0738072		Approval Dwg, Pump Panel(s), Not Required	1
324	0000261		Not Required, Pump Panel Layout	1
325	0030701		Not Required, Material, Pump Panels, No Panel	1
326	0046495		Not Required, Pump Access, No Pump	1
327	0634458		Not Required, No Chassis Engine Gauges @ Pump Panel	1

Line	Option	Type	Option Description	Qty
328	0046400		Throttle, Engine, Not Required, No Pump/Skid Pump	1
329	0892618		Not Required, Indicator Light, Pump Panel, No Pump or Skid Pump	1
330	0046378		Not Required, Gauges, Vac/Pressure, No Pump	1
331	0046375		Not Required, Gauges, No Pump	1
332	0006774		Not Required, Foam Level Gauge	1
333	0046280		Not Required, Light Shield, No Pump	1
334	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
335	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
336	0757092		Control, Air Horn, Multi Select	1
337	0757084		Control, Air Horn, Horn Ring	1
338	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
339	0510206		Location, Elec Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
340	0748306		Control, Elec Siren, Multi Select	1
341	0748293		Control, Elec Siren, Ft Sw, RS	1
342	0899995		Control, Elec Siren, Head	1
343	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
344	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
345	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
346	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
347	0748305		Control, Mech Siren, Multi Select	1
348	0748281		Control Mech Siren, Ft Sw RS	1
349	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
350	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
351	0746353		Not Required, Warning Lights Intensity	1
352	0731995	SP	Lightbar, WIn, Freedom IV-Q, 81", RRRRRRRRWBBBBBBBB	1
			Filter, Whl Freedom Ltbrs - No Filters	
353	0898734		Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Blue	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left White	
			Color, Lt PS Front Inside - Right White	
			Color, Q Bezel and Trim - Polished Chrome	
354	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
355	0747228		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels - Centered	
			Location, Lights Rear Side - Between Tandem	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Blue	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Blue	
			Color, Lt Side Rear PS - Blue	
			Color, Lt Side Rear DS - Red	
356	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - b) DS Rear Lt Blue	
			Color, Lt PS Rear - r) PS Rear Lt Red	
357	0541155		Lights, Rear/Side Up Zone, WIn M9*C LED, Clear Lens 4lts	1
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - b) PS Upper Rear Blue	
358	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
359	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Aux Flash with Emergency Master	
360	0529858		Location, TDL, Recessed Within Treadplate Step	1

Line	Option	Type	Option Description	Qty
361	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
362	0006646		Electrical System, 120/240VAC, General Design	1
363	0888995		Generator, MagnaPlus, 80kW, 3Phase, PTO Shaft Drive (80kW Cont. Rating)	1
364	0016645		Location, PTO Generator, Between the Frame Rails	1
365	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
366	0016757		Not Required, Remote Start, Generator	1
367	0016740		Not Required, Fuel System	1
368	0016767		Not Required, Oil Drain Extension, Generator	1
369	0036738		Circuit Breaker Panel, Included With PTO Generator	1
			Location, Circuit Breaker Panel - LS3, Back Wall High	
370	0016771		Not Required, Routing Exhaust, Generator	1
371	0761481		Light Twr, CL SL442D-RT, 12 Volt DC LED, Cld 4lts	1
			Light, Strobe, Lt Tower - g) Green Strobe Light	
			Light, Model LED DC - Whelen PFH2	
			Back Light - Back Light Included	
372	0639593		Location, Light Tower, Rescue Body Roof, Forward	1
373	0664794		Controller, Light Tower, CL, Wired Hndhld	1
374	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
375	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire	2
			Qty, Cord Reels - 2	
			Reel Guide - b) Captive roller	
			Finish, Reel - Painted Gray	
			Location, Electric Cord Reel - PS Hatch Compartment, Rear, 1 Reel and DS Hatch Cmpt Above D1	
376	0006828		Cord, Electric, 10/3 Yellow, 3 Wire	2
			Lengths of Elect Cord - 2	
			Feet of Yellow Cord - e)200	
			Connection, Cord - Direct connection	
377	0788933		Box, Junc, Akron, 3Wire, 2-15/20A 120V Dup SB, 2-20A 120V TL	2
			Qty, - 02	
			Connection, Electric Plug / Inlet (Male) - Direct Connection	
378	0780350		Receptacle Strip, 15A 120V 6-Place, Interior Cab	3
			Qty, - 03	
			Location 1 - TBD	
			AC Power Source - Gen to Shoreline Transfer Switch	
379	0779698		Receptacle Strip, 15A 120V 6-Place, Interior Body	10
			Qty, - 10	
			Location 1 - TBD	
			AC Power Source - Gen to Shoreline Transfer Switch	
380	0006790		Receptacle, 20A 120V 3-Pr 3-Wr TL, L5-20R Wtrprf	5
			Qty, - 05	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Location, Receptacle(s) - Left Rear Body, Right Rear Body and Ext hatch compartment TBD	
381	0510723		Breathing Air Cascade Sys. (8) 6000 ASME, Storage Cyl.	1
			Location, Cascade Bottles - horizontally between LS2 and RS2 below the compartment floor	
382	0016855		Breathing Air System General Design	1
383	0501818		Demonstration, Breathing Air System, at Factory	1
384	0510673		Air Control Panel, SpaceSaver Integral, Breathing Air System	1
			Qty, Storage Banks - SpaceSaver 4 Bank	
			Config, ACP Regulator - SpaceSaver, 2-HP	
			Config, ACP Booster - b) electric operated pump	
			Config, Compressor - SpaceSaver with compressor & priority	
385	0090430		Fill Encl, 2 Bottle, "SpaceSaver" Model 100A, 13" Wide, RSP	2
			Location - B1 to the right of the air control panel	
			Qty, - 02	
386	0831516	SP	Compressor, Breathing Air, Bauer, K18.1-20-E3, Skid w/(4) ASME, Bellevue	1
			Location, Breathing Air Compressor - LS3/RS3	
387	0086884		Adapter, CGA 347 To SCUBA	1
388	0620001	SP	MODIFICATION, Pressure Relief Setting, HP Regulator at 6000 PSI	1
			Location - the regulator that controls the HP reels	
389	0786781		Air Control Panel, Remote, Auxiliary, For LP Tool Air Reel/Outlet, Cascade	1
			Location - LS of B1 above air control panel	

Line	Option	Type	Option Description	Qty
389			Qty, - 01	
390	0781113	SP	Reel, Breathing Air, High Pressure w/300' Sect of Hose, 6000 psi, CGA 677 Location - Rearward in LS1 and RS1 Qty, Reel - 02 Reel Guide - b) Captive roller Finish, Reel - Painted Gray	2
391	0016891		Reel, Tool Air, Chassis Air Supply, w/200' Hose Location - TBD Qty, Reel - 02 Reel Guide - b) Captive roller Finish, Reel - Painted Gray	2
392	0098305		Reel, Tool Air, Low Press from Cascade w/200' Blue Hose Location - LS1 next to HP reel Qty, Reel - 02 Reel Guide - b) Captive roller Finish, Reel - Painted Gray	2
393	0519934		Not Required, Brand, Hydraulic Tool System	1
394	0649753		Not Required, PTO Driven Hydraulic Tool System	1
395	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
396	0816517		NFPA Required Loose Equipment, Special Services, NFPA/ULC 2024,Prov by Fire Dept	1
397	0796255		Not Required, Soft Suction, Rescue No Pump	1
398	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
399	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
400	0741569		Paint Process / Environmental Requirements, Appleton	1
401	0709763		Paint, Single Color, Velocity/Impel Paint Color, Cab - #90 Red	1
402	0709845		Single Color Body Paint	1
403	0645807		Paint, Body - Match Lower Cab Paint Chassis Frame Assy, With Liner, E-Coat, All Joints Sealed Paint Color, Frame Assembly, Predefined - Standard Black	1
404	0693797		No Paint Required, Aluminum Front Wheels	1
405	0687652		Paint, Rear Wheels, Tandem Axle, Alum-Stl Paint, Wheels - Powder Coat Black #101	1
406	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1
407	0007230		Compartment, Painted, Spatter Gray	1
408	0544111		Reflective Band, 10" Color, Reflect Band - A - a) white	1
409	0510041		Reflective across Cab Face, Imp/Vel	1
410	0536955		Stripe, Chevron, Rear, Diamond Grade, Rescue Color, Rear Chevron DG - fluorescent yellow green	1
411	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
412	0027372		Lettering Specifications, (GOLD STAR Process)	1
413	0686345		Lettering, Gold Leaf, 11.00", (41-60) Outline, Lettering - Outline and Shade	1
414	0659587		Lettering, Gold Leaf, 9.00", (61-80) Outline, Lettering - Outline and Shade	1
415	0686195		Lettering, Gold Leaf, 11.00", (41-60) Outline, Lettering - Outline and Shade	1
416	0686199		Lettering, Gold Leaf, 10.00", (41-60) Outline, Lettering - Outline and Shade	1
417	0684200		Emblem, Maltese Cross, Sign Gold, 12"-14", Pair Qty, - 01 Location, Emblem - TBD	1
418	0765565		Emblem, American Flag Muted, Ptd Cab Grille, All Custom Chassis	1
419	0599008		Rust Proof/Undercoat, Custom Chassis Color, Undercoating - Black	1
420	0632299		E-Coat, Under Body/Chassis Component Package, Rescue Paint Color, E-Coat - Black	1
421	0631674		E-Coat, TAK-4 Components, Front Axle, Black	1

Line	Option	Type	Option Description	Qty
422	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
423	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
424	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
425	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
426	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
427	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
428	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
429	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
430	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
431	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
432	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
433	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
434	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
435	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
436	0695416		Warranty, Pierce Camera System, WA0188	1
437	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
438	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
439	0685945		Warranty, Transmission Cooler, WA0216	1
440	0033401		Not Required, Tank Warranty	1
441	0596024		Warranty, Structure, 15 Year, HDR, WA0010	1
442	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
443	0012599		Warranty, Pump, Not Required	1
444	0046370		Not Required, Warranty, No Plumbing	1
445	0641372		Warranty, Foam System, Not Available	1
446	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
447	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
448	0819254		Certification, Vehicle Stability, CD0196	1
449	0808577		Certification, Engine Installation, Velocity, Cummins X15, 2027	1
450	0686786		Certification, Power Steering, CD0098	1
451	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
452	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
453	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
454	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
455	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
456	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
457	0545073		Amp Draw Report, NFPA Current Edition	1
458	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
459	0799248		Appleton/Florida BTO	1
460	0000031		HDR BODY	1
461	0000012		PIERCE CHASSIS	1
462	0004713		ENGINE, OTHER	1
463	0046396		EVS 4000 Series TRANSMISSION	1
464	0020037		NO PUMP	1
465	0020013		NO WATER TANK	1
466	0028047		NO FOAM SYSTEM	1
467	0046282		Not Required, Control Panel, No Pump	1
468	0020007		AKRON VALVES	1
469	0020015		ABS SYSTEM	1
470	0752883		HDR	1



Option List

3/17/2025

Customer:	Bellevue Fire Department	Bid Number:	1191
Representative	Clyne, Todd	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	01/31/2025
Description:	Bellevue PUC Tanker 2500 Gal	Stock Number:	
Body:	Tanker/Pumper, PUC, Aluminum	Price Level:	51 (Current: 51)
Chassis:	Velocity Chassis, Tankers, Tandem, PUC-NG (Big Block)	Lane:	

Line	Option	Type	Option Description	Qty
1	0766677		Boiler Plate, Tanker Fire Department/Customer - Bellevue Fire Rescue Operating/In conjunction W-Service Center - Operating Miles - 10 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Peirce Mfg Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588617		Vehicle Certification, Tanker	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0537375		Unit of Measure, US Gallons	1
12	0030006		Not Requested	1
13	0816569		P-Bond, Not Requested, PPI	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0888812		Velocity Chassis, Tankers, Tandem, PUC-NG (Big Block)	1
17	0000110		Wheelbase Wheelbase - 220.00	1
18	0000070		GVW Rating GVW rating - 70,800	1
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
21	0508849		22,800 lb TAK-4 Axle	1
22	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
26	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
27	0530478		48,000 lb Meritor Axle	1
28	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
29	0555353		Suspen, Rear, Hendrickson FMX 482 EX, Air Ride, 48,000 lb	1
30	0000485		Oil Seals, Rear Axle	1
31	0663333		Driver Controlled Differential Locks, Both Axles, Tandem	1
32	0824974		Tires, Rear, Goodyear, G622 RSD, 11R22.50, 16 ply, Tandem	1
33	0654791		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
36	0801909		Lug Nut, Covers, Chrome	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires) Qty, Pair - 01	1

Line	Option	Type	Option Description	Qty
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
42	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0000789		Brake Reservoirs, Five Paint Color, Air Tanks - Black #98	1
47	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0000856		Air Inlet, with Kussmaul Air Eject Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
50	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
51	0812269		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2027, Velocity, PUC-NG	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
56	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
57	0123135		Air Intake, w/Ember separator, Imp/Vel	1
58	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
59	0816172		Adapter, Exhaust, Plymovent Bladder, for 6" or 7" Diffuser Outlet	1
60	0787999		Radiator, Impel/Velocity	1
61	0511425		Cooling Hoses, Rubber	1
62	0803687		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension	1
63	0001129		Lines, Fuel	1
64	0595087		DEF Tank, 4.5 Gallon, LS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Brushed Stainless	1
65	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
66	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0578959		Fuel/Water Separator, Racor Inline	1
69	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0517604		Transmission Programming, Park to Neutral, PUC	1
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
74	0001375		Driveline, Spicer 1810	1
75	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
76	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
77	0509230		Steering Wheel, 4 Spoke without Controls	1
78	0559647		Pierce Logo on Horn Button	1
79	0123625		19" Stainless Steel Bumper	1
80	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
81	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
82	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
83	0002007		Tow Eyes, Painted, Below Deck	1
84	0647234		Cab, Velocity FR, 7020 Raised Roof, PUC	1
85	0724207		Engine Tunnel, X12-15, MX13, Foil Insulation w/Mech Fasteners, Velocity FR	1
86	0887600		Cab Insulation, Impel/Velocity FR	1
87	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
88	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1

Line	Option	Type	Option Description	Qty
89	0123176		Grille, Bright Finished, Front of Cab, Velocity	1
90	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity Material Trim/Scuffplate - c) S/S, Polished Turnsignal Covers - Polished S/S Covers	1
91	0087357		Molding, Chrome on Side of Cab	1
92	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
93	0667921		Half Height Door Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
94	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
95	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
96	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
97	0606691		Steps, 4-Door Cab, Dual, 2" Larger Middle and Bottom Steps, Imp/Vel Light, Step, Additional - P25 LED	1
98	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
99	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step Color, Trim - Chrome Housing	1
100	0002140		Fenders, S/S on Cab	1
101	0122479		Window, Side of C/C, Fixed, Velocity	1
102	0552935		Trim, Cab Side Windows, Velocity	1
103	0012090		Not Required, Windows, Front/Side of raised roof	1
104	0530327		Window, Rear Side of CC, Upper, Fixed, 20" Raised Roof	1
105	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
106	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
107	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocit SLT	1
108	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
109	0748671		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	1
110	0667943		Cab Interior, Paint Color, Impel/Velocity FR Color, Cab Interior Paint - i) fire smoke gray	1
111	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
112	0741239		HVAC, Heavy-Duty, Impel/Velocity FR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
113	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - No Retention	1
114	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
115	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
116	0122516		Fluid Check Access, Imp/Vel Latch, Door, Storage - Lift and Turn Latch, Flush	1
117	0583039		Not Required, Side Roll and Frontal Impact Protection	1
118	0622619		Seating Capacity, 4 Belted Seats	1
119	0697007		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, PRIMARY	1
120	0696995		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, PRIMARY	1
121	0656795		Radio Compartment, Behind Officer Air Ride SCBA Seat, Imp/Vel	1
122	0123152		Seat, Rr Fcng C/C, LS Otbrd, Pierce PS6, Premium, SCBA, PRIMARY	1
123	0102783		Not Required, Seat, Rr Facing C/C, Center	1
124	0123155		Seat, Rr Fcng C/C, RS Otbrd, Pierce PS6, Premium, SCBA, PRIMARY	1
125	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
126	0783717		Cabinet, Forward Facing, Center, 42 W x 48 H x 24 D, Roll, Imp/Vel False Floor, EMS Cabinet - False Floor, Sweep Out Style Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip, Roll Door, Cab Interior Cabinet - Rollup, Gortite, White, Non-Locking, Hand Louvers, Cabinet - 0-No Louvers	1
127	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1

Line	Option	Type	Option Description	Qty
128	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04	4
129	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
130	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
131	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
132	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
133	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
134	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
135	0631776		Not Required, Overhead Map Lights	1
136	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
137	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
138	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
139	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
140	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
141	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
142	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
143	0821302		Wiring, Spare,12V DC, USB-A & C, Kussmaul 091-264 Cab Batt Dir 1st NFPA1900/ULC Qty, - 02 12vdc power from - Battery direct Location - TBD	2
144	0820904		DO NOT TURN ON BATT DIR FEATURES!! Qty, - 03 12vdc power from - Ignition power Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Behind Officer Seat, Officer Dash and Center Console	3
145	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
146	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
147	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
148	0802726		Intercom, David Clark, 5-Pos, 2-Dual Radio, (D, O, RPTT), 3ibC, 3805 Location - TBD Location, Intercom, C Cab - 3) 2 rear 1forward facing	1
149	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - TBD	1
150	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic Qty, - 05 Location - TBD	5
151	0819255		Hangers For Headsets, NFPA/ULC 2024, Each Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat and PS Outbrd, Rear Fcng Seat	4
152	0736417		Install Customer Provided Two-Way Radio(s), Single Remote Head Location - TBD Qty, - 01 Fill in Blank - TBD	1
153	0771676		Install Customer Provided GTT, Opticom, 2100, GPS, High Priority Location - TBD	1
154	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
155	0832125	SP	Camera, Pierce, LS Mux, RS, LS, R, Cameras, AHD, Two 7" HD Displays in CC Location - On the interior rear wall of the cab, outboard each side.	1

Line	Option	Type	Option Description	Qty
155			Color - 4) white	
			Camera System Audio - Not Provided	
156	0814861		Camera, Switcher, Pierce, 4 channel, AHD, CVBS	1
157	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
158	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	1
			Color, Antenna - White Antenna	
			Module Housings - Black Housing with Power and Status Ind	
159	0896456		Prognostics, Electrical System	1
160	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial	1
			Subscription, Telematics - 3 Year Subscription	
161	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
162	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
163	0008621		Battery System, Single Start, All Custom Chassis	1
164	0123174		Battery Compartment, Imp/Vel	1
165	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
166	0814869		Location, Cab, Charger, Behind Driver Seat	1
167	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
168	0814942		Location, Cab, Ind/Remote, Driver's Seat with Bracket	1
169	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
170	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
171	0647728		Alternator, 430 amp, Delco Remy 55SI	1
172	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
173	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
174	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel/AXT/Qtm	1
			Color, Lens, LED's - m)match LED's	
175	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
176	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
177	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
178	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Clear	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
179	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
180	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
181	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
182	0589905		Alarm, Back-up Warning, PRECO 1040	1
183	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
184	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
185	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
186	0896454		Enhanced Software for Perimeter Lts	1
187	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
188	0892654		Light, Step, Additional, P25 LED	1
			Qty, Lights - 01	
			Location, Lights - above 12" intermediate step at rear of unit	
			Color, Trim - Chrome Housing	
189	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st	2
			Qty, - 02	
			Location, driver's/passenger's/center - 1DS & 1PS	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
190	0731688		Lights, HiViz FT-GSMJR-* LED 1st	1
			Location - D/S cab above fixed middle window	
			Qty, - 01	

Line	Option	Type	Option Description	Qty
190			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
191	0731686		Color, Lt Housing HiViz - Chrome Housing Lights, HiViz FT-GSMJR-* LED 2nd Location - P/S cab above fixed middle window Qty, - 01	1
192	0733336		Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Chrome Housing Lights, HiViz FT-GESM* LED 2nd Location - P/S front, middle and rear body side sheet Qty, - 03	3
193	0733343		Control, Scene Lts - RS Scene Lts Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix Lights, HiViz FT-GESM* LED 1st Location - D/S front, middle and rear body side sheet Qty, - 03	3
194	0774296		Control, Scene Lts - LS Scene Lts Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix Housing, Recessed Light, Horizontal Mt Location - 3 each side Qty, - 06	6
195	0645877		Material, Bracket - Painted Aluminum Lights, Hose Bed, Sides, Dual LED Light Strips	1
196	0727845		Control, Hose Bed Lts - Cup Switch At Rear Lights, Rear Scene, HiViz, FT-GSMJR 15 deg 2Lts Location, Lights - Each side rear of the apparatus as high as possible Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS, Pump Panel DS and Cup Switch At Rear SS Material, Bracket - Smooth Aluminum Color, Trim - Chrome Trim	1
197	0709438		Lights, Walk Surf, FRP Flood, LED	1
198	0594788		Tanker/Pumper, PUC, Aluminum	1
199	0554271		Body Skirt Height, 20"	1
200	0593383		Tank, Water, 2500 Gallon, Poly, PUC Tanker	1
201	0033407		Overflow, 6.00" Water Tank, Tanker, Poly	1
202	0028104		Foam Cell Required	1
203	0589421		Modified Poly Tank, Dump Valve Each Side, Rear Dump Valve, Tanker	1
204	0633066		Sleeve, Through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
205	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
206	0023414		Tank Fill, Direct, Rear, 2.50" Qty, - 02 Location, driver's/passenger's/center - Left & Right Adapter, Elbow - 2.5"NST 45 deg	2
207	0014658		Tank Fill, Direct, Rear, 4.00", Akron/Elkhart Ball Valve Qty, - 1 Location, driver's/passenger's/center - Left Adapter, Elbow - 4.0"NST	1
208	0621624		Dumps, Crane Centerline, 10" Air Between Tandems, 10" Air Rear	1
209	0048710		Not Required, Jet Assist	1
210	0053447		Chute, Dump, Telescopic, 3 Valves, No Door	1
211	0825616	SP	Switches, (3), Tank Dump Master, Cab Instrument Panel/Rear of Truck location - Pump panel	1
212	0597043		Body Height, PUC/HDRP Body Height - 92.00"	1
213	0592844		Hose Bed, Aluminum, Tanker, PUC	1
214	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
215	0003480		Hose Bed Capacity, Std, 1500' of 2.5", 400' of 1.5"	1
216	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 2	2
217	0815194		Cover, Hose Bed, Alum Treadplate, Electric Actuated	1
218	0807336		Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top Color, Vinyl Cover - a) red	1

Line	Option	Type	Option Description	Qty
218			Vinyl Flap Weight - Not Weighted Fastener, Rear Restraint, Top - Quarter Turn Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)	
219	0655329		Side Sheet, Left Side, Moved Outboard Trim, Body/Hatch Compt Seam, Horizontal - Molding	1
220	0611509		Running Boards, Flip Out, PUC	1
221	0740843	SP	Tailboard, 10" Deep, Full Width, Extended Sub, Angled Corners, PUC Tanker	1
222	0753208	SP	Wall, Rear, Body Material, PUC Tanker, Flush Rear Wall	1
223	0003540		Tow Eyes (2) (Tanker/Rescue)	1
224	0592777		Construction, Compt, Alum, Tanker, PUC	1
225	0752980		LS 244" Rollup, 62" Fwd, 52" Rr, Full Height Front & Rear, FDLER, PUC Tanker Width, PUC Pump Operators Panel Partition - 2.5"	1
226	0728525	SP	RS 244" Rollup, Low, 62" Forward FH/FD, 52" Rear, FDLER, PUC Tanker	1
227	0692501		Doors, Gortite, Roll-up, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	6
228	0644100	SP	Compt, Flush Rear, Tool, Tanker, PUC	1
229	0033912		Door, Tanker, Rear Tool Compt, Aluminum Treadplate Latch, Door, Storage - Lift and Turn Latch	1
230	0552955		Blister, Compts in Front of Rear Axle, To Clear Firemax Suspension	1
231	0641356		Cutout, Rollup Door Flange, Gortite Provided Cutout Qty, Door Accessory - 08 Location, Compartment, Predefined - B1	8
232	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts	7
233	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
234	0600350		500 lb Adjustable Shelf Qty, Shelf - 07 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	7
235	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G Qty, - 03 location - TBD Material - Painted - Spatter Gray	3
236	0009729		Pac Trac, Installed on Compartment Walls Location - All compartments Qty, Comp. Accessory - 06	6
237	0645077		Rack, Zico Quic-Lift, PTS-HA, Hydraulic Tank Rack, Right Side, Cover Size, Folding Tank - 2500 - rack should be as far back as possible to allow for the front 62" compartment to be full height. Cover Material, Rack, Folding Tank or HSH - Smooth Aluminum - Painted Lower Body Color	1
238	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
239	0555147		Fender Crowns, Rear, S/S, W/Removable Fender Liner, 3G, 2 Pair	1
240	0519849		Not Required, Hose, Hard Suction	1
241	0724209		Trough, HSH, Top of Zico Portable Tank Rack Qty, - 02 Location, Hose Trough/Compartment - j) each side Trough, Material - Alum - Painted Trough, Latch Type - velcro	2
242	0527021		Handrails Located @ Front Body	1
243	0589929		Handrail, Rear Bulkhead, PUC Tanker	1
244	0004145		Handrail, Rear, Below Hose Bed, Full Width, Tanker	1
245	0657651		Compt, Air Bottle, Double, Fender Panel Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Dura-Surf Lining	4
246	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1

Line	Option	Type	Option Description	Qty
247	0004230		Ladder, 14' Duo-Safety 775A Roof	1
248	0644099		Ladders Btwn Tank & S Sht, Built Into Body, LS, Pumper Style, PUC Tanker Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch Latch, Door, Storage - Southco C2 Chrome Flush	1
249	0733387		Ladder, 10' Duo-Safety Folding 585A	1
250	0789530		Pike Pole, 10' DUO Safety, Fiberglass Qty, Pike Poles - 1 Location - Pike Pole Storage	1
251	0733370		Pike Pole, 6' DUO Safety, Fiberglass Qty, Pike Poles - 1	1
252	0023938		Compt, (1) Pike & (1) Fldng Ladder, Below Tee, Stainless Steel Door, RS	1
253	0521734		No Steps Required, Front Of Body, PUC	1
254	0758393		Ladder, Top Access, Alum, RH Rear, PUC Tanker, No Lower Steps Coating, Step - black Do Not Move Truck Indicator - DNMT indicator	1
255	0515692		31" Control Zone Side Mount	1
256	0520016		Not Required, Pumphouse Structure, PUC	1
257	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
258	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
259	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
260	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
261	0515829		Pump Shift, Sure-Shift	1
262	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
263	0515835		Auxiliary Cooling System, PUC	1
264	0014486		Not Required, Transfer Valve, Single Stage Pump	1
265	0746501		Valve, Relief Intake, Elkhart Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	1
266	0724463		Controller, Pressure, Pierce LCD, PUC Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - No Mode/Default Press Setting	1
267	0072153		Primer, Trident, Air Prime, Air Operated	1
268	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
269	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
270	0795135		Plumbing, Stainless Steel, w/Foam System	1
271	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
272	0014650		Pump Suction Tube(s), Short, All	1
273	0730368		Valve, Ball Intake, TFT, AX Series Location - LS and RS main inlets Qty - 2 Connection, Inlet, Side B - 1SX (6.0" Rigid Storz) with a cap Connection, Outlet, Side A - NX (6.0" Threaded Swivel) Ball Intake Valve Actuation - Standard (Crank On Right Side) Relief Valve, Ball Intake - Standard	2
274	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
275	0084610		Valves, Akron 8000 series- All	1
276	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC Qty, Inlets - 1	1
277	0004700		Control, Inlet, at Valve	1
278	0004660		Inlet (1), Left Side, 2.50"	1
279	0004680		Inlet, Right Side, 2.50"	1
280	0594521		Anode, Zinc, Pair, Pump Inlet, Outlet, PUC	1
281	0092569		No Rear Inlet (Large Dia) Requested	1
282	0064116		No Rear Inlet Actuation Required	1
283	0092696		Not Required, Cap, Rear Inlet	1
284	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
285	0092568		No Rear Auxiliary Inlet Requested	1
286	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
287	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
288	0595508		Outlet, Tank Fill, 1.50", PUC	1

Line	Option	Type	Option Description	Qty
289	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
290	0516755		Outlet, Left Side, 2.50" (2), PUC	1
291	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
292	0092570		Not Required, Outlets, Left Side Additional	1
293	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
294	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
295	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
296	0092571		Not Required, Outlets, Right Side Additional	1
297	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
298	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
299	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
300	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
301	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
302	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
303	0537394		Not Required, Outlet, Rear, Additional, PUC	1
304	0537395		Not Required, Elbow, Rear Outlets, Additional	1
305	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
306	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
307	0528826		Outlet, 3.00" Deluge W/2.5" Valve, w/TFT RC3 Elect Extend-a-Gun riser, PUC	1
308	0543593		Monitor, TFT Hurricane XFIH-E, Electric, Panel and Tether Control	1
			Fill in Blank - TBD	
			Monitor Finish - Painted by OEM	
309	0771556		Nozzle, TFT Master Stream M-ER, 1500 GPM, Electric	1
310	0075261		Deluge Mount, TFT Hurricane For RC3 Extend-A-Gun Only	1
311	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
312	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Drip Pan - Drip Pan Required	
313	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
314	0750916		Two 1.50" Crosslays	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
315	0750900		One 2.50" Crosslay	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
316	0676021		Husky 3 Single Agent	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Front Bumper Center and Crosslay Upper Center	
317	0012126		Not Required, CAF Compressor	1
318	0592527		Refill, Foam Tank, Integral, Husky 3	1
319	0817378	SP	Foam Tank Refill Shut Off Valve, S/S, 1.50"	1
			Qty, - 01	
320	0811708	SP	Hose Fittings, S/S, Husky 3	1
321	0031896		Demonstration, Foam System, Dealer Provided	1
322	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
323	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
324	0091079		Not Required, Foam Tank #2	1
325	0091112		Not Required, Foam Tank #2 Drain	1
326	0738072		Approval Dwg, Pump Panel(s), Not Required	1
327	0032479		Pump Panel Configuration, Control Zone	1
328	0831515		Material/Finish, Pump Panels, PUC	1
			Material/Finish, Pump Panels, Operator Panels, PUC - Brushed Stainless	
			Steel	

Line	Option	Type	Option Description	Qty
328			Material/Finish, Pump Panels, Side Panels, PUC - Brushed Stainless Steel	
329	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
330	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
331	0516983		Gauges, Engine, Included With Pressure Controller, PUC	1
332	0005601		Throttle, Engine, Incl'd w/Press Controller	1
333	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
334	0549333		Indicators, Engine, Included with Pressure Controller	1
335	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
336	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
337	0748780		Gauge, Water Level, Pierce, In pressure Controller, PUC Color Display, Lt Driver	1
338	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
339	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
340	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
341	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
342	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
343	0757092		Control, Air Horn, Multi Select	1
344	0757084		Control, Air Horn, Horn Ring	1
345	0723391		Control, Air Horn, Chrome Push Button Sw, RS	1
346	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
347	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel DS	
348	0748306		Control, Elec Siren, Multi Select	1
349	0899995		Control, Elec Siren, Head	1
350	0748293		Control, Elec Siren, Ft Sw, RS	1
351	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
352	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
353	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
354	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
355	0748305		Control, Mech Siren, Multi Select	1
356	0748281		Control Mech Siren, Ft Sw RS	1
357	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
358	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
359	0746353		Not Required, Warning Lights Intensity	1
360	0731995	SP	Lightbar, WIn, Freedom IV-Q, 81", RRRRRRRRWWBBBBBBBB	1
			Filter, Whl Freedom Ltbrs - No Filters	
361	0898734		Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Blue	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left White	
			Color, Lt PS Front Inside - Right White	
			Color, Q Bezel and Trim - Polished Chrome	
362	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
363	0747228		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels - Centered	
			Location, Lights Rear Side - Between Tandem	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Blue	
			Color, Lt Side Mid DS - Red	

Line	Option	Type	Option Description	Qty
363			Color, Lt Side Mid PS - Blue Color, Lt Side Rear PS - Blue Color, Lt Side Rear DS - Red	
364	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - b) DS Rear Lt Blue Color, Lt PS Rear - r) PS Rear Lt Red	1
365	0541155		Lights, Rear/Side Up Zone, WIn M9*C LED, Clear Lens 4lts Color, Lt, Side Rear Upper DS - Side Rear Upper Red Color, Lt, Side Rear Upper PS - Side Rear Upper Red Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - b) PS Upper Rear Blue	1
366	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
367	0036610		Rear Warning Brackets, Std Mount, S/S, Tanker	1
368	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Aux Flash with Emergency Master	1
369	0551728		Location, TDL, Recessed with S/S Trim	1
370	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
371	0780350		Receptacle Strip, 15A 120V 6-Place, Interior Cab Qty, - 02 Location 1 - TBD	2
372	0779698		Receptacle Strip, 15A 120V 6-Place, Interior Body AC Power Source - Shoreline Qty, - 06 Location 1 - TBD AC Power Source - Shoreline	6
373	0519934		Not Required, Brand, Hydraulic Tool System	1
374	0649753		Not Required, PTO Driven Hydraulic Tool System	1
375	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
376	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
377	0519913		Not Required, Soft Suction Hose	1
378	0027023		No Strainer Required	1
379	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
380	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
381	0816998		Axe, Flathead, Provided by Fire Department	1
382	0741569		Paint Process / Environmental Requirements, Appleton	1
383	0709763		Paint, Single Color, Velocity/Impel Paint Color, Cab - #90 Red	1
384	0709845		Single Color Body Paint Paint, Body - Match Lower Cab	1
385	0645807		Paint Chassis Frame Assy, With Liner, E-Coat, All Joints Sealed Paint Color, Frame Assembly, Predefined - Standard Black	1
386	0693797		No Paint Required, Aluminum Front Wheels	1
387	0687652		Paint, Rear Wheels, Tandem Axle, Alum-Stl Paint, Wheels - Black #101	1
388	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1
389	0007230		Compartment, Painted, Spatter Gray	1
390	0544129		Reflective Band, 1"-6"-1" Color, Reflect Band - A - a) white Color, Reflect Band - B - l) white Color, Reflect Band - C - w) white	1
391	0510041		Reflective across Cab Face, Imp/Vel	1
392	0544911		Stripe, Chevron, Rear, Diamond Grade, Tanker/Pumper Color, Rear Chevron DG - fluorescent yellow green	1
393	0087342		Jog, "Z"-Shaped, In Reflective Stripe Qty, - 1	1
394	0017359		Stripe, Black Outline, Vinyl on Reflective Band Qty, - 01	1
395	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 06	1

Line	Option	Type	Option Description	Qty
395			Color, Reflect Chev - A - r) red diamond grade	
396	0027372		Lettering Specifications, (GOLD STAR Process)	1
397	0686345		Lettering, Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
398	0686195		Lettering, Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
399	0659587		Lettering, Gold Leaf, 9.00", (61-80)	1
			Outline, Lettering - Outline and Shade	
400	0686199		Lettering, Gold Leaf, 10.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
401	0684201		Emblem, Maltese Cross, Sign Gold, 9"-11", Pair	1
			Qty, - 01	
			Location, Emblem - Drivers and Officers door	
402	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
403	0635769		E-Coat, Under Body/Chassis Component Package, PUC	1
			Paint Color, E-Coat - Black	
404	0631674		E-Coat, TAK-4 Components, Front Axle, Black	1
405	0636438		E-Coat, Water Tank Cradle	1
			Paint Color, E-Coat - Black	
406	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
407	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
408	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
409	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
410	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
411	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
412	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
413	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
414	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
415	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
416	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
417	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
418	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
419	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
420	0695416		Warranty, Pierce Camera System, WA0188	1
421	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
422	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
423	0685945		Warranty, Transmission Cooler, WA0216	1
424	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
425	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
426	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
427	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
428	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
429	0657990		Warranty, Foam System, Husky 3, WA0231	1
430	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
431	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
432	0819254		Certification, Vehicle Stability, CD0196	1
433	0808577		Certification, Engine Installation, Velocity, Cummins X15, 2027	1
434	0686786		Certification, Power Steering, CD0098	1
435	0892701		Certification, Cab Integrity, Impel/Velociry FR, CD0190	1
436	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
437	0548967		Certification, Windshield Wiper Durability, Impel/Velociry, CD0005	1
438	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
439	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
440	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
441	0545073		Amp Draw Report, NFPA Current Edition	1
442	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
443	0799248		Appleton/Florida BTO	1
444	0000048		PUMPER/TANKER, 3rd Gen	1
445	0000012		PIERCE CHASSIS	1

Line	Option	Type	Option Description	Qty
446	0004713		ENGINE, OTHER	1
447	0046396		EVS 4000 Series TRANSMISSION	1
448	0520324		PIERCE PUMP, PUC	1
449	0020009		POLY TANK	1
450	0028048		FOAM SYSTEM	1
451	0020006		SIDE CONTROL	1
452	0020007		AKRON VALVES	1
453	0020015		ABS SYSTEM	1
454	0658751		PUMPER BASE	1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
4/15/2025

COUNCIL MEETING DATE: 04/15/2025		SUBMITTED BY: Finance, CDBG	
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 to extend the contract term for the 2023 CDBG Subrecipient Agreement with Bellevue Junior Sports Association (BJSA) for the Sports Participation Assistance program

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with BJSA for the Sports Participation Program on April 16, 2024, as outlined in the 2023 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$6,000.00, and has the full balance remaining. BJSA has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist BJSA in completing the project in accordance with HUD regulations.

FISCAL IMPACT: 6,000.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 4/15/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 4/14/2026

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: CDBG-192403 ACCOUNT NUMBER: 60/1903/192404/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with Bellevue Junior Sports Association

ATTACHMENTS:

- Extension Request - BJSA
- B-23 Subrecipient Agreement
- B-23 Agreement Amendment
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willey
[Signature]
[Signature]

BELLEVUE JUNIOR SPORTS ASSOCIATION

1001 HIGH SCHOOL DRIVE
BELLEVUE, NEBRASKA 68005-3200
(402) 292-BJSA

March 31, 2025

Abby Highland
CDBG Program Administrator
City of Bellevue
1500 Wall Street
Bellevue Nebraska 68005

Dear Abby,

Please consider this letter as official notification that Bellevue Junior Sports Association (BJSA) is requesting an extension for the 2024 CDBG Grant Funding Cycle.

The reason for the request is that we simply didn't have as many scholarship requests for the grant cycle as we have had in the past.

I am confident we will finish using the funds within the next calendar year.

I would ask that you consider an extension to the BJSA Scholarship Program.

Regards,



Matt P Goetz
BJSA Program Director

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 15th day of April, 2025 by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$6,000.00 for the Sports Participation Assistance program; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the Parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through April 14, 2026.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by April 14, 2026. Any remaining balance of funds following the expiration of this agreement will be released and reallocated by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower
Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz
Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Lisa M Rybar

(Affix Notarial Seal)

My Commission Expires: 10/10/27

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 27 day of March, 2025 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:
10/10/27



Lisa M Rybar
NOTARY PUBLIC

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 12th day of April, 2024 by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$6,000.00 for the Sports Participation Assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$6,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- a. **Program Delivery.** Funding will be provided for this participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2023 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. **Income Benefit Goals.** It is anticipated that the program will provide participation assistance for 40 low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

- 2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
- 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
- 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
- 5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
- 6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

- 1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$6,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more – Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:

- i. A final performance report,
- ii. A final request for payment, and
- iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. **Hold Harmless.** The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. **Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. **Amendments.** The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statuses and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
 10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
 11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
- b. To SUBRECIPIENT: President, Board of Directors
Bellevue Junior Sports Association
1001 High School Drive
Bellevue, NE 68005
- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis M. Thrower
Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz
Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Lisa M. Rybar
(Affix Notarial Seal)

My Commission Expires: 10/10/27

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 21 day of March, 2024 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires: 10/10/27



Lisa M. Rybar
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
4/15/2025

COUNCIL MEETING DATE: 04/15/2025		SUBMITTED BY: Finance, CDBG	
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 to extend the contract term for the 2023 CDBG Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Assistance for Family Needs Program.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with Lift Up Sarpy County (LUSC) for the Bellevue Community Assistance Program for Family Needs on April 16, 2024, as outlined in the 2023 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$47,643.00, and has a balance of \$12,919.13 remaining. LUSC has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist LUSC in completing the project in accordance with HUD regulations.

FISCAL IMPACT: \$12,919.13 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 4/15/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 4/14/2026

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: CDBG-192404 ACCOUNT NUMBER: 60/1903/192404/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with Lift Up Sarpy County for B-23 CDBG funding.

ATTACHMENTS:

1. Extension Request - LUSC	2. B-23 Subrecipient Agreement	3. B-23 Agreement Amendment
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Miller
Joseph Cobb
Samuel



April 1, 2025

City of Bellevue
CDBG Department/Abby Highland
1500 Wall Street
Bellevue NE 68005

Abby,

We are reaching out currently to ask for an extension for the 23/24 CDBG grant. Due to the later date of the funds being released from HUD we have not expended them all. We anticipate having the funds allocated and reported to the city for reimbursement by July 1, 2025. Thank you for your time and consideration.

Thank you,

A handwritten signature in black ink, appearing to read "Tanya Gifford", written in a cursive style.

Tanya Gifford
Exec Director

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
LIFT UP SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 31 day of March, 2025 by and between the subrecipient LIFT UP SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$47,643.00 for the Bellevue Community Assistance for Family Needs Program; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the Parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through April 14, 2026.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by April 14, 2026. Any remaining balance of funds following the expiration of this agreement will be released and reallocated by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska



Angie Lauritsen, President
Lift Up Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska



Tanya Gifford, Executive Director
Lift Up Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

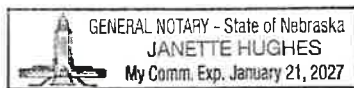
My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 31 day of March, 2025 by Angie Lauritsen, President, Lift Up Sarpy County, on behalf of the organization.

My Commission Expires:

1-21-27





NOTARY PUBLIC

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
LIFT UP SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 16th day of April, 2024 by and between the subrecipient LIFT UP SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.


WHEREAS, the GRANTEE has applied for and received funds, under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$47,643.00 for the Bellevue Community Assistance for Family Needs Program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570, as amended, the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$47,643.00 from the B-23-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of assisting with the Bellevue Community Response for Family Needs program which includes the Car Match, childcare, and financial education class programs to assist a low- and moderate-income households and administration which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- 
- a. **Program Delivery.** To provide program assistance including, but not limited to, the maintenance and repair of vehicles to maintain employment and school, childcare assistance, and financial education classes as outlined in the 2023 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - b. **Income Benefit Goals.** It is anticipated that the program will provide participation assistance for 40 low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

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2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:

- a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
- b. Update on the expenditure of funding as well as a timeline for expenditure update.
- c. Any additional funds leveraged with CDBG funding.
- d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$47,643.00 from the B-23-MC-31-0003 funding agreements. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.


- dg
- dg
2. **Records and Reporting.** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 3. **UEI Number.** The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
 4. **Quarterly Reporting.** The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
 5. **Record Retention.** The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
 6. **Beneficiary Data.** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
 7. **Disclosure.** The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.


- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.



10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.



12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
 - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
 10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
 11. **Build America, Buy America Act.** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards” Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 “Audits of Institutions of State, Local Government, and Nonprofit Institutions”. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker’s Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

- b. To SUBRECIPIENT: President, Board of Directors
Lift Up Sarpy County
119 West Mission Ave
Bellevue, NE 68005

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Angie Lauritsen
Angie Lauritsen, President
Lift Up Sarpy County

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Tanya Gifford
Tanya Gifford, Executive Director
Lift Up Sarpy County

ATTEST:

Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE

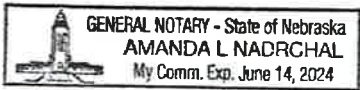
STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Shirley R. Harbin

(Affix Notarial Seal)



My Commission Expires: August 23, 2027

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 8 day of April, 2024 by Angie Lauritsen, President, Lift Up Sarpy County, on behalf of the organization.

My Commission Expires:

6/14/24

Amanda L. Nadrchal
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
4/15/2025

COUNCIL MEETING DATE: 04/15/2025		SUBMITTED BY: Finance, CDBG	
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 to extend the contract term for the 2023 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with Habitat for Humanity of Sarpy County for the Home Repair Program on April 16, 2024, as outlined in the 2023 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$50,000.00, and has a balance of \$36,137.00 remaining. Habitat has requested an extension to July 31, 2025, for the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist Habitat in completing the project in accordance with HUD regulations.

FISCAL IMPACT: \$36,137.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 4/15/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 7/31/2025

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192402 ACCOUNT NUMBER: 60/1903/192402/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County for B-23 CDBG funding.

ATTACHMENTS:

- | | | |
|--------------------------------|--------------------------------|-----------------------------|
| 1. Extension Request - Habitat | 2. B-23 Subrecipient Agreement | 3. B-23 Agreement Amendment |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures:



Building opportunity throughout Burt, Cass, Douglas, Sarpy and Washington Counties.

April 11, 2025

Board of Directors

- Javier Fernandez
Chair
- Susan Thaden
Vice Chair
- Jamie Gutierrez
Secretary
- Teri Mercer
Treasurer

City of Bellevue
Attn: Abby Highland
1500 Wall Street
Bellevue, Nebraska 68005

- Luper Akough
- Anthony Ashby
- Sally Christensen
- Melissa Crawford
- Mark Doyle
- Cydney Franklin
- Dr. Cynthia Gooch-Grayson

RE: B-23-MC-31-0003 Grant Agreement Extension Request

Dear City Council Members,

Habitat for Humanity of Omaha (HFHO) respectfully requests an extension of its 2023 CDBG contract to July 31, 2025. HFHO has successfully completed two repairs for Bellevue families, and the remaining two projects are currently in progress. We anticipate one of those projects completing by the end of April, but we did experience some delays in receiving income documentation from the fourth and final project homeowner. This delayed the start of the project, and we now estimate the completion of the project in early May.

- Adrian Hernandez
- Tim Kudron
- Katie Luther
- Jacquelyn Morrison
- Gustavo Oberto
- Dan Patterson
- Mark Rodgers
- Jaison Samuel
- Scott Siegert
- Lucas Weatherly
- Julian Young

We have requested an extension to July 31st to give us an adequate buffer should the contractor encounter unexpected, additional work that needs to be completed on the property during the repair process, and to allow them to invoice us and have that invoice be paid prior to submission of our final grant report.

Advisory Council

- Maranda Adams
- Nate Dodge
- W. Gary Gates
- Fred Hunzeker
- Steve Martin
- Mike Moylan
- Tyler Owen
- Sandy Parker
- Rick Russell
- Jim Timmerman
- Lyn Ziegenbein

We apologize for this delay and appreciate your consideration of our extension request. We are thankful for the City of Bellevue's partnership in providing critical home repairs to low-income Bellevue homeowners.

Sincerely,

Janneane Gerot
Director of Strategy and Planning

Amanda Brewer
CEO



**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20____, by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$50,000.00 for the Home Repair Program which will provide rehabilitation assistance for owner-occupied housing units located within the city limits; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the Parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. **Time of Performance.** The time of performance of this Agreement is hereby extended and will remain in effect through July 31, 2025.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. **Timeliness.** Funding allocated as part of this agreement must be expended by July 31, 2025. Any remaining balance of funds following the expiration of this agreement will be released and reallocated by the GRANTEE.

Amanda Brewer

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer, President
Habitat for Humanity of Sarpy County

[Signature]

Rich Severson, Finance Director
City of Bellevue, Nebraska

Ken Mar, Area Director
Habitat for Humanity of Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 7 day of April, 2025 by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

10/30/2025



Sara K Zimny

NOTARY PUBLIC

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 3rd day of May, 2024 by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-23-MC-31-0003 HUD contract in the amount of \$50,000.00 for the Home Repair Program which will provide rehabilitation assistance for owner-occupied housing units located within the city limits; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$50,000.00 from the B-23-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for rehabilitation of owner-occupied housing units as part of the Home Repair Program which is eligible under 24 CFR 570.202(a)(1) Rehabilitation: Single-Unit Residential. Such program will include the following activities eligible under the CDBG program:

a. Program Delivery. Funding will be provided for rehabilitation of single-family residential housing units as outlined in the 2023 CDBG application for assistance. Eligibility for the program includes households that meets program participation requirements, living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for the Omaha-Council Bluffs NE-IA HUD Metro FMR Area as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:

- i. Develop guidelines, participant eligibility requirements, application forms and review procedures for the program.
- ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
- iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will benefit four (4) low- and moderate-income households with the rehabilitation of a single-family residential unit.
- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing by benefiting low- and moderate-income households.
- i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. A full description of the activities undertaken as part of the program.
 - c. Update on the expenditure of funding as well as a timeline for expenditure update.
 - d. Any additional funds leveraged with CDBG funding.
 - e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
 - f. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: radon contamination analysis, floodplain clearance, airport hazards, asbestos, lead-based paint, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Construction Work. The SUBRECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. As requested by the SUBRECIPIENT, the GRANTEE CDBG staff will provide technical assistance, i.e. prepare or review of the work write-up, etc. The construction work will be in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the GRANTEE.
6. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

7. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$50,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

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4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.
 - a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
 - b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

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12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statuses and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall

cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders,

specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Section 3 Clause.

- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has

notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
 - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any

designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
11. Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4) A-102, Grants and Cooperative Agreements with State and Local Governments, (5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

- b. To SUBRECIPIENT: President and/or Grant Specialist
Habitat for Humanity of Sarpy County
1701 North 24th Street
Omaha, NE 68180

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer
Amanda Brewer, President
Habitat for Humanity of Sarpy County

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Ken Mar
Ken Mar, Area Director
Habitat for Humanity of Sarpy County

ATTEST:

Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



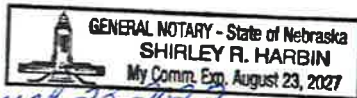
STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Shirley R. Harbin

(Affix Notarial Seal)



My Commission Expires: August 23, 2027

STATE OF NEBRASKA)
): SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 18 day of March, 2024 by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

10/30/2025



Sara K Zivny
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
4/15/2025

COUNCIL MEETING DATE: 04/15/2025		SUBMITTED BY: CDBG, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request approval of the professional services agreement with RDG Planning & Design Inc. for the CDBG-DR Multijurisdictional Housing Resilience Plan in an amount not to exceed \$425,000

SYNOPSIS/BACKGROUND:

The City of Bellevue received CDBG Disaster grant from the Nebraska Department of Economic Development to complete a multijurisdiction housing resilience plan with the City of Papillion. Following a RFP and interviews, RDG Planning & Design Inc. was selected to complete the plan.

The project is 100% funded through grant funds.

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 the agreement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CITY OF BELLEVUE, NE AND RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this 15th day of April, 2025, by and between the City of Bellevue, NE hereinafter referred to as the "CITY" and RDG Planning & Design, Inc., 1302 Howard Street, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City in partnership with the City of Papillion has identified the need to prepare a Housing Resiliency Plan as a major city priority; and

WHEREAS, the City is committed to a planning process that provides involvement from the residents of both Bellevue and Papillion in the development of the plan; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City in the preparation of this plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A: Scope of Services & Schedule, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional tasks may be added to this agreement by written amendment(s) at such time City is prepared to proceed with each Task.

Section Three. Time of Performance

The time period for completion of the project is seven (7) months after issuance of a Notice to Proceed, as indicated on Attachment A: Scope of Services and Schedule. The projected time period does not include delays caused by City, the City of Papillion, or factors outside the Consultant's control.

Section Four. Responsibilities of City

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make all records and files relevant to the plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the plan.

4.3. Mapping. The City will assist in gathering all available electronic maps in a form usable by the Consultant, including recent plats.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within 30 days to avoid undue delays.

4.5. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project. The Consultant agrees to attend meetings as identified on Attachment A: Scope of Services and Schedule.

4.6. The City Representative. The City's representative Tammi Palm, Planning Director, or such other person as designated by the City, shall be responsible for the city's portion of the project management.

4.7. City Partnership. The City shall work with the City of Papillion to obtain the same or similar Access to Work; Records, Files, and Previous Planning Efforts; Mapping; and Consideration of Consultant's Work as the City is providing to the Consultant. The City shall further work with the City of Papillion to ensure that information is provided in a timely manner so as not to delay the Time of Performance.

Section Five. Compensation and Method of Payment

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$417,000.

5.2. All traveling and printing/duplication cost will be billed at cost not to exceed \$8,000. The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, and ten (10) hard copies of the final plan.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

6.3. In addition to the ten (10) hard copies of the final plan referenced in Section 5.3., the Consultant agrees to provide the City with a digital copy of the document, including maps, and agrees that the City may make additional copies of the document or maps as needed. This plan and all end products of this plan belong to the Cities of Bellevue and Papillion, to be used at their discretion.

Section Seven. Assignment

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than consultant, the consultant shall be paid for services and expenses to the date of such termination.

The City may terminate this Agreement for the City's convenience and without cause upon giving the Consultant not less than ten (10) days written notice. Upon termination for convenience, the City shall pay Consultant its fees earned to the date of the notice of termination.

Section Eleven. Independent Contractor

In relationship to the City of Bellevue, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

City of Bellevue, NE

By:

Rusty Hike, Mayor, City of Bellevue

RDG Planning & Design, Inc.

By:



Amy A. Haase, Principal

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

ATTACHMENT A: SCOPE & SCHEDULE

Task 1: Management & Public Engagement

1.1 Management

We propose establishing a Management Team that will meet regularly with the consulting team. The Management Team should include:

- Planning staff
- Lead building official
- Floodplain manager
- RDG team leads and associated experts as needed

We strongly believe that a high level of communication will make a better plan for both jurisdictions. This group should meet every other week to ensure we meet the December 2025 deadline. These meetings will be virtual and allow the team to plan upcoming events, ensure data collection is moving forward, review outputs, and develop content.

1.2 Plan Participants

The Management Team provides essential insight and data. There are two other key community stakeholder groups we propose:

Community Leader and Decision Maker Group. This group should include:

- o Councils and Planning Commission members
- o Federal and state grant administrators
- o Housing providers and service providers
- o Developers and builders
- o Other community advocate organizations

We will engage these individuals at different times throughout the planning process. These events include:

- **Listening Sessions.** At the beginning of the process, our team will conduct a two-day program of small group listening sessions to learn more about the

issues and opportunities. If necessary, we may conduct one-on-one interviews with Council members.

- **Two-Day Workshop.** After collecting data and developing initial findings and recommendations, we hold a two-day workshop to garner feedback from this group. There will be blocks of time over these two days for these stakeholder groups to meet with the planning team and provide feedback.
- **Final Plan Presentation.** The RDG team will present a draft plan to these groups. The presentation will be an opportunity to receive final feedback and educate or train stakeholders on the use and role of the plan. This may include small group and one-on-one meetings for elected and appointed officials.

Community Allies Group. This group could be an extension of the Management Team that adds representatives from each city's underrepresented populations. Members should have close, trusted community ties, help facilitate conversations, and help identify outreach activities. Often, minority or historically marginalized populations have a low sense of trust in the type of process this plan will undertake. The group members are there to be a bridge to conversations. For these reasons, engagement of this group at the start will be very important. Members could potentially come from existing groups, organizations, boards, or commissions. For example, housing authority boards often have a resident board member. Potential activities with the help of this group may include:

- o A short survey that can be filled out online or in person during meetings with providers or advocates
- o Outreach at specific events or locations
- o Small group interviews or discussions

These meetings will aim to understand the impact of flood and wind damage on their homes. Individuals in underrepresented populations are the least likely to report incidents, especially flood issues, to city officials. They will provide important information on isolated areas of flooding caused by rain and inadequate storm drainage infrastructure.

At a minimum, the Community Allies will meet twice, once to identify who should



ATTACHMENT A: SCOPE & SCHEDULE

be engaged and what opportunities for engagement are available and then to determine gaps in input.

Task 2: Existing Housing Assessment

Task 2 will define the existing housing resiliency present in each community. Much of the data collection will focus on issues and risks but collecting information on what is being done right will also be important. This effort will ensure that good practices continue and help sell the plan.

Our approach to this work will include the following tasks:

2.1 Document Review

Review existing studies and materials should include:

- Existing Comprehensive Plans
- Emergency Management Plans
- Affordable Housing Action Plans or any other housing related plans for the cities and Sarpy County

The document reviews will be compiled into a summary report with housing related information, gaps, and alignment opportunities. The goals in these plans will be a specific focus of the review, looking for compatibility and alignment with this plan.

2.2 GIS Data Collection and Analysis

At a minimum, the following data should be collected for analysis:

- FEMA mapping, LiDAR data, and simplified flood hazard zones
- Stormwater collection and management system
- NOAA Atlas 15 (National Precipitation Frequency Standard) updated data may be released during this planning process and should be incorporated
- Review any previously identified flash flooding and storm sewer capacity issues from data each city has collected (also identify such areas through the engagement process)

- Data on housing impacted by the 2019 flooding
- Wind hazard zones
- Social vulnerability index data specific to Bellevue and Papillion. Social vulnerability refers to the demographic and socioeconomic factors that make communities most vulnerable to disasters. These factors include:
 - o Socioeconomic status: poverty, unemployment, housing cost burdened, educational attainment, and lack of health insurance
 - o Household characteristics: age of householders, householders with disabilities, single-parent households, and English language proficiency
 - o Racial and ethnic minority status: Black, Indigenous, and people of color
 - o Housing type and transportation: multi-unit structures, mobile homes, group quarters, crowding, owner/renter, and no vehicles
- County Assessor data to better understand:
 - o Density
 - o Age of structure (combined with building code adoption)
 - o Type of structure
 - o Value
 - o Foundation types. Most homes in the metro area have basements. Therefore, any available data on the type of basements, such as walkout basements. This may not be available through assessor data, but generalizations can be made for developments based on the age of the housing and high level field assessments.
- Multiple Listing Service data to better understand sales and value trends in neighborhoods

Analysis of this data will include developing heat maps that identify housing



ATTACHMENT A: SCOPE & SCHEDULE

densities, vulnerable populations, and areas with unmapped flood and wind risk. Overlaying this data will create a Vulnerability Map to help guide the Housing Land Use map.

Task 3: Housing Land Use Map

The data collected in Task 2 will lead to a map to identify areas with the highest vulnerability. Developing a Housing Land Use Map for each jurisdiction will be slightly different.

Bellevue

The City of Bellevue completed their Comprehensive Plan in 2024 and much of the analysis was incorporated into the development of the Future Land Use Map. This likely means fewer conflicts will exist between future residential land use areas and vulnerable areas. Issues may appear more for existing residential areas. The Vulnerability Map will be overlaid with the Bellevue Future Land Use Map to identify any areas where higher density development could be vulnerable. The City's Future Land Use Map offers a high level of flexibility and integration of different housing types, a good practice in land use planning. The Vulnerability Map should be used to identify specific areas within the Single and Multifamily Residential and Mixed-Use land use categories. The Vulnerability Map then acts as a companion guide to the Future Land Use Map, establishing policy for where higher intensity uses should be avoided, or other best practices should be put in place.

Papillion

The approach for the City of Papillion will likely be slightly different since the community is just beginning to update its Comprehensive Plan. Having worked with the City of Papillion for many years, including on the recent Housing Affordability Action Plan, our team deeply understands the city's land use patterns and vulnerabilities and the development pressures it faces as one of the faster growing jurisdictions in the metro area. The Vulnerability Map should work in tandem with the development of the City's Future Land Use Map and be a key tool in the development of land use scenarios. To do this, we propose:

- **Land Use Workshop.** At the workshop, our team will work with the City's

Comprehensive Plan team to identify residential areas and the density or intensity that would or would not be appropriate in areas and begin to craft land use policies that can help guide the type of housing being built.

The result for this task may be slightly different for each community. For Bellevue, the Housing Land Use Map will likely be more of a policy map that can overlay with the City's Future Land Use map. For Papillion, it will be a guide for developing the Future Land Use map and the policies associated with it.

Task 4: Housing Loss Reduction Plan

The housing loss reduction plan task will be composed of three elements.

4.1 Land Use Policies

Based on the Housing Land Use Map, Bellevue's existing Comprehensive Plan, and the Land Use Workshop conducted with the City of Papillion a set of policies will be identified for each community. The policies will likely be very similar, but each community will likely have some unique vulnerabilities that will need to be addressed.

4.2 Code Review

Our partners at Jensen Hughes are national leaders in resilient building code standards and will lead in the review and recommendations for improvements to the building code. At a minimum their work will include:

- Review each city's Residential Building Code to determine appropriate measures to increase resiliency within the code.
- Draft a report for each community identifying, if any, recommendations to increase resiliency within the code.
- Review the report with staff and identify what recommendations will move forward and be placed in the Housing Loss Reduction Plan.

In addition to the Building Code, our team will review the Zoning and Subdivision Codes for each community and FEMA's Planning Considerations: Disaster Housing. A report will be assembled and recommendations identified for



ATTACHMENT A: SCOPE & SCHEDULE

incorporation into the final Housing Loss Reduction Plan.

4.3 Pre-Approved Housing Development Plans

Pre-approved plans are becoming a common approach for addressing the rising cost of housing. Pre-approved plans should shorten the development approval process and reduce costs to the developer/builder. It is exciting to see this included in this plan as it can also be a way to create more resilient housing and demonstrate to builders and developers the benefits of these best practices. Our team of planners, engineers, and code experts will work with each community to develop up to three development plans for each community. While these plans may be very similar, there are unique features between the two communities that should be taken into consideration. This includes Bellevue's steeper slopes and older infrastructure in the city's historic areas.

Task 5: Education Plan

This section of the plan will identify activities that will help educate the community about the Resilient Housing Plan. Components of the plan will include:

- Objectives of the Education Plan. Understanding what we want to achieve by educating the public will help monitor the successful implementation of the plan.
- Target Audiences. Who should the plan be reaching.
- Tools and Strategies. What are the tools, approaches, and techniques for bringing this important content to the public and stakeholders.
- Key Messages. What are the most important messages or points that we want stakeholders to understand.
- Schedule. What is the schedule for implementation of the plan.
- Ownership. Who will own the Education Plan and lead the implementation of the plan.

Task 6: Mitigation and Recovery Funding Plan

The purpose of this plan should be to identify funding sources that will reduce risk (mitigation) and ensure each community can quickly respond after significant events (recovery). Regular updates will ensure Bellevue and Papillion are ready to pursue, receive, and use federal funds before or after a disaster.

6.1 Interview and Information Collection

Our team will review all potential state and federal sources of funding for both mitigation and recovery. Additionally, we will conduct interviews with state and federal agency representatives to ensure the opportunities for funding or the potential use of different funding sources is fully understood.

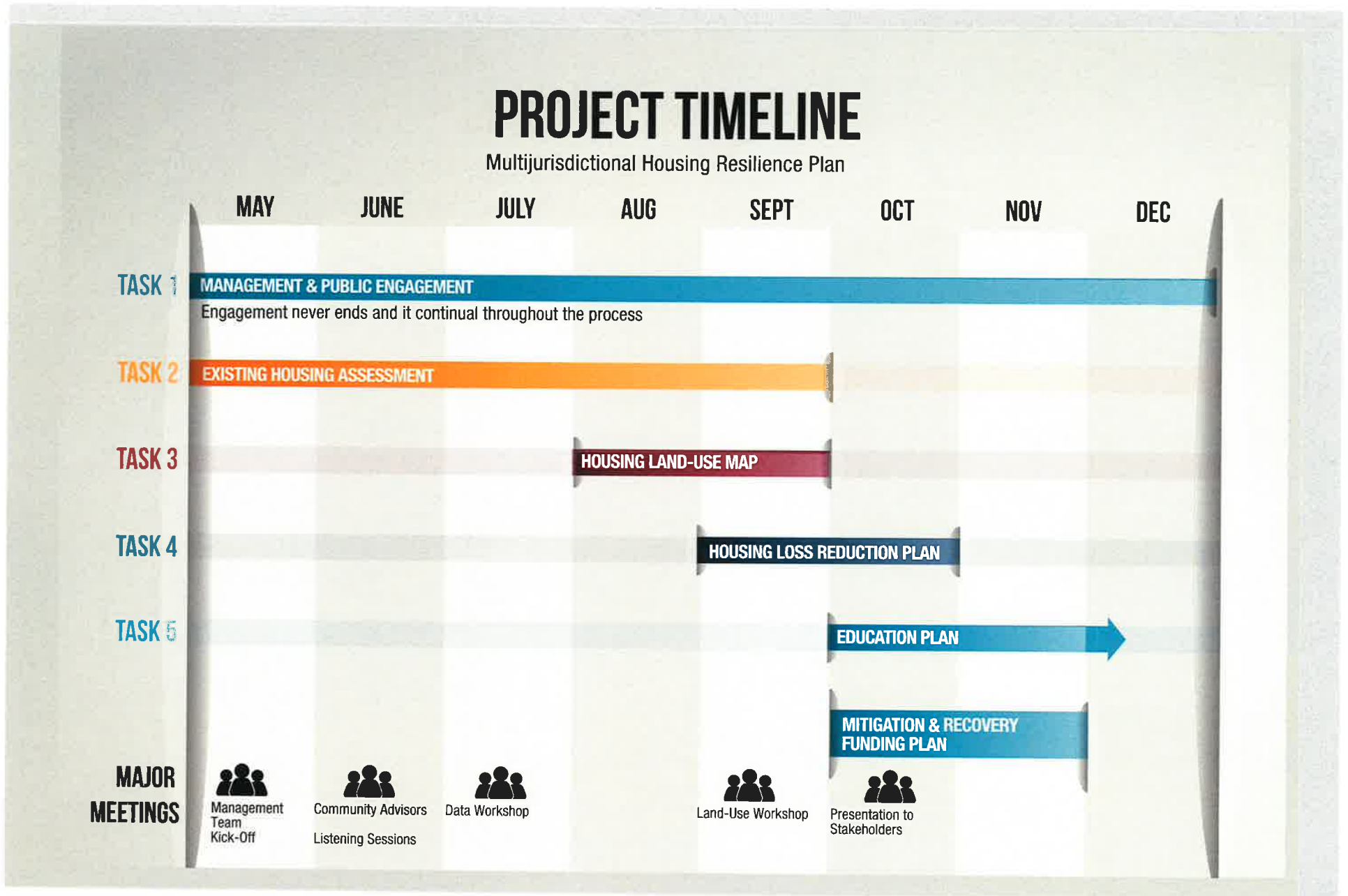
6.2 Plan Maintenance

State and Federal funding sources often change with new administrations. Accurate information on funding sources and the potential uses of these sources will be essential in a time of emergency. Outdated sources will quickly make aspects of this planning process obsolete. The Plan Maintenance section should identify:

- Ownership. Who will own the maintenance funding plan.
- Sources to regularly monitor.
- Schedule for review and update.



ATTACHMENT A: SCOPE & SCHEDULE





COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FUNDED PROJECT

PROFESSIONAL SERVICES SUPPLEMENTAL BID CONDITIONS

This project is being financially supported by federal funds awarded to the City of Bellevue by the State of Nebraska through the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery program (CDBG-DR). As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

These Supplemental Conditions amend or supplement the General Conditions of the Agreement and other provisions of the Contract Documents as indicated below. All General Conditions provisions not so amended or supplemented shall remain in full force and effect.

1. Records Access and Maintenance.

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the U.S. Department of Housing and Urban Development, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Record Retention. In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least five (5) years after making final payments and all other pending matters are closed.

Access to Records. In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor or grantee for a period of five years after the final audit of the grantee's CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

2. Reporting Requirements

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The contractor shall cooperate with all City efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

3. Disputes, Default, and Termination

- a. Disputes. In the event of dispute arising under this Contract, the Contractor shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated.
- b. Default and Remedies.
 - i. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:
 1. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 2. Submission of requests for payment or reimbursement of amounts that are incorrect or incomplete.
 3. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
 4. Failure to perform any activity required by this contract.
 - ii. Upon occurrence of any default, the City shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City may continue the suspension or, by written notice of termination, may terminate the contract.
 - iii. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for, damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payment to the Contractor or may withhold payments until such time as the exact amount of the damages is determined. In the event of termination of this Agreement, the Contractor shall be compensated for services satisfactorily performed prior to termination. The Contractor and City 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.
- c. Termination.
 - i. Termination for Cause (applicable to contracts exceeding \$10,000). In accordance with 2 CFR 200 Appendix II (B) If the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall provide written notice to Contractor reasonably specifying the failure or violation. If Contractor fails to cure such failure or violation within thirty (30) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, City thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Contractor. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Client, become its property.
 - ii. Termination for Convenience (Applicable to contracts exceeding \$10,000). Either the City or the Contractor may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings,

maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

4. Hold Harmless.

- a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall indemnify and hold harmless the City, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings of any kind of nature, including, but not by way of limitation, Worker's Compensation claims, resulting from or arising out of the negligent acts of the consultant, its employees and/or subcontractors.
- b. The Contractor shall indemnify and hold harmless the City, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall indemnify and hold harmless the City, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional misconduct or malicious acts of the Contractors, its employees and/or subcontractors.

5. Patent Rights and Inventions

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

6. Rights to Inventions made Under a Contractor or Agreement

If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

7. Insurance Requirements

For the duration of this Agreement, the Contractor shall carry insurance as required by the City and Nebraska Department of Economic Development. For any work to be performed by a Subconsultant, Subcontractor or other person or entity, at any tier, for the Contractor; the Contractor shall require that such Subconsultant, Subcontractor or other person or entity meet the insurance requirements identified.

8. Special Equal Opportunity Provisions

a. Equal Opportunity Employment

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual

orientation, gender identity or national origin. Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause."

Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin.

Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

Contractor will assist and cooperate actively with the City CDBG and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.496.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

c. Executive Order 11063, as amended.

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government."

d. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

e. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

f. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

9. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – EO 11625; 12138; 24 CFR Part 85.36(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms.

As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members, or in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders. As used in this contract, the term "women business enterprise" means a business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

10. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG-DR. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG-DR if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- a. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG-DR funds from the City;
- b. Any member of his/her immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG-DR funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

11. Subcontracting

The Contractor represents to the Subrecipient (Subgrantee, if applicable) that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

12. Certification and Disclosure regarding Payments to Influence Certain Federal Transactions (Application to contracts exceeding \$100,000)

The definitions and prohibitions contained in the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, are hereby incorporated by reference in paragraph (b) of this certification.

- a. The contractor hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
 - i. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the contractor shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

iii. He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

b. Submission of this certification and disclosure is a prerequisite for making or entering into contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

13. Debarment, Suspension and Other Responsibility Matters.

The Contractor certifies that:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the U.S. Department of Housing and Urban Development (HUD) or by any other federal department or agency; and
- b. acknowledges that this certification is provided pursuant to Executive Orders 12549 and 12689 that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the City of Bellevue, the U.S. Department of Housing and Urban Development (HUD) or by any other federal department or agency; and
- c. further acknowledge that this certificate is to be furnished to the City of Bellevue in connection with participation in a project funded with federal Community Development Block Grant Disaster Recovery (CDBG-DR) Program funds, and is subject to applicable state and federal laws, both criminal and civil.

Contractor's Signature

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.



04/07/2025

Signature and Date

Amy A. Haase

Typed or Printed Name

Principal

Title

RDG Planning & Design

Company Name

RFCVMWU6VP85

Unique Entity Identifier #

1302 Howard St. Omaha, NE 68102

Address

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
4/15/2025

COUNCIL MEETING DATE: April 15, 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 pad foot roller for maintenance, Street Department

SYNOPSIS/BACKGROUND:

Approved FY25 CIP and Budget included purchase of a trench roller/pad foot roller. The Street Department is requesting approval to purchase a Bomag BMP8500 roller as outlined in the authorized dealer's quote from Logan Contractor's Supply. Sourcewell Contract # 060122-BA

FISCAL IMPACT:: \$38,777.00 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Sourcewell Contract - #060122-BA

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. image03-25-2025-083713 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Willis
Joseph [Signature]
David [Signature]



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 04.15.2025 Agenda – trench compactor/roller
Date: March 27, 2025

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

Logan Contractor Supply provided a quote to purchase a Bomag BMP8500 unit, pricing via Sourcewell Contract #060122-BA.

The purchase amount is within the approved budget amount of 40k and poses no unplanned encumbrance to the approved operational budget for FY24-25.

This is an approved added piece of equipment in this year's budget, involving no trade-ins.

The unit will fill a long-standing maintenance need in the department and will be utilized in pipe repair and replacement projects, backfill/grading work, and properly preparing subbase for suitable paving repair jobs.



QUOTE

THIS QUOTE IS SPECIFICALLY PRESENTED TO:

CITY of BELLEVUE

Date: 3/24/2025

QTY	ITEM DESCRIPTION	PRICE
(1)	New, BOMAG BMP8500 Pad Foot Roller w/ Fuel Level Indicator & Charger Option	\$ 37,527.00 + frt.

Sourcewell Contract # 060122-BA

Approx lead time: 3 to 4 weeks. Freight approx.: \$ 1,250.00

QUOTE FIRM FOR: 30 Days

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call us @ 402-339-3900.

Sincerely, Andrew Santana

Sales Representative

Cell: 402-510-5915

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
4/15/2025

COUNCIL MEETING DATE: April 15, 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:

Closing of Project: 2024 Concrete Projects Package 2 (BPW#240102)

SYNOPSIS/BACKGROUND:

On May 7, 2024 The Honorable Mayor and City Council approved the 2024 Concrete Projects Package 2 with an original estimated cost of \$430,226.60. The final cost of the project is \$531,525.27 at closing, which is an increase of \$101,298.67.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Earnest Construction Group, Inc."/>	INTERLOCAL AGREEMENT: <input type="text" value="N/A"/>
CONTRACT DESCRIPTION: <input type="text" value="BPW#240102 - 2024 Concrete Projects Package 2"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="5/7/2024"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="2024 Concrete Projects"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text" value="Concrete Projects"/>	CIP PROJECT NUMBER: <input type="text" value="CIPST24(02)"/>	
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="15"/>	ACCOUNT NUMBER: <input type="text" value="7010"/>	

RECOMMENDATION:

Approve final payment application in the amount of \$60,324.33. Approve Final Change Order in the amount of \$101,298.67. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="Final progress estimate"/> | 2. <input type="text" value="Final Change Order"/> | 3. <input type="text" value="Certificate of Substantial Comp"/> |
| 4. <input type="text" value="Certificate of Acceptance"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Daniel Willis*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: 2024 Concrete Projects – Package 2
Project Location: Various Locations
BPW Project No. BPW-240102
Contractor: Earnest Construction Group, Inc.
Final Completion Date: March 28, 2025
Bid Amount: \$430,226.60
Total Completion Cost: \$531,525.27

CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike
Chairperson and Members of City Council
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as 2024 Concrete Projects – Package 2 has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

David Goedeken
Public Works Director

OWNER'S PROJECT NUMBER: 240102 Package 2
 PERIODIC PAY ESTIMATE NUMBER: 6
 APPLICATION PERIOD ENDING: March 31, 2025
 APPLICATION DATE: March 31, 2025
 PERCENT COMPLETE: 123.55

PERIODIC PAY ESTIMATE FOR:
 Earnest Construction
 Concrete Project

(A) Item No	(B) Description	(C) CURRENT CONTRACT				(G) TOTAL THIS PERIOD		(J) PREVIOUS TOTAL		(K) TOTAL TO DATE		
		(D) Quantity	(E) Units	(F) Unit Cost	(F) Total Cost	(G) Quantity	(H) Total Cost	(I) Quantity	(J) Total Cost	(K) Quantity	(L) Total Cost	(M) %
		BE 103.140	REMOVE STEPS	5	EA	\$100.00	\$500.00			5	\$500.00	5.00
BE 103.160	REMOVE RETAINING WALL	300	SF	\$8.00	\$2,400.00			320	\$2,560.00	320.00	\$2,560.00	106.67
BE 105.100	REMOVE PAVEMENT	241	SY	\$17.20	\$4,145.20			270.86	\$4,658.79	270.86	\$4,658.79	112.39
BE 105.140	REMOVE SIDEWALK	3582	SF	\$1.00	\$3,582.00			3576.4	\$3,576.40	3,576.40	\$3,576.40	99.84
BE 105.165	REMOVE COMBINATION CURB AND GUTTER	158	LF	\$10.00	\$1,580.00			50.2	\$502.00	50.20	\$502.00	31.77
BE 201.000	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	150	CY	\$18.00	\$2,700.00			150	\$2,700.00	150.00	\$2,700.00	100.00
BE 501.016	CONSTRUCT 12" CONCRETE PAVEMENT (TYPE OPW 4000)	265	SY	\$100.00	\$26,500.00			270.86	\$27,086.00	270.86	\$27,086.00	102.21
BE 501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$100.00	\$100.00			4	\$400.00	4.00	\$400.00	400.00
BE 501.450	ADJUST UTILITY MANHOLE TO GRADE	2	EA	\$350.00	\$700.00			1	\$350.00	1.00	\$350.00	50.00
BE 502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	113	LF	\$20.10	\$2,271.30			50.2	\$1,009.02	50.20	\$1,009.02	44.42
BE 503.000	CONSTRUCT 4" PCC SIDEWALK	3109	SF	\$5.50	\$17,099.50	88	\$484.00	3625.86	\$19,942.23	3,713.86	\$20,426.23	119.46
BE 503.002	CONSTRUCT 6" PCC SIDEWALK	258	SF	\$6.40	\$1,651.20	-180.27	(\$1,153.73)	1391	\$8,902.40	1,210.73	\$7,748.67	469.28
BE 503.010	CONSTRUCT 6" PCC SIDEWALK WITH TURNDOWN	367	SF	\$12.00	\$4,404.00			0		0.00	\$0.00	0.00
BE 503.100	CONSTRUCT SIDEWALK CURB WALL	80	SF	\$26.00	\$2,080.00			0		0.00	\$0.00	0.00
BE 503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	292	SF	\$8.20	\$2,394.40	120	\$984.00	355.31	\$2,913.54	475.31	\$3,897.54	162.78
BE 503.210	CONSTRUCT 6" COLORED IMPRINTED PCC SURFACING	344	SF	\$14.50	\$4,988.00			0		0.00	\$0.00	0.00
BE 504.000	CONSTRUCT CURB RAMP	644	SF	\$22.00	\$14,168.00			857.5	\$18,865.00	857.50	\$18,865.00	133.15
BE 504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	184	SF	\$0.00							\$0.00	0.00
BE 607.000	CONSTRUCT REINFORCED PCC RETAINING WALL	6	CY	\$400.00	\$2,400.00			0		0.00	\$0.00	0.00
BE 609.100	CONSTRUCT RAILING	127	LF	\$37.00	\$4,699.00			0		0.00	\$0.00	0.00
BE 702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$1,500.00	\$1,500.00			0		0.00	\$0.00	0.00
BE 802.002	INSTALL SEEDING (SUBSIDIARY)	672	SY	\$0.00							\$0.00	0.00
BE 802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$4.00	\$40.00	401.6	\$1,606.40	185.01	\$740.04	586.61	\$2,346.44	586.10
BE 802.700	INSTALL SODDING (SUBSIDIARY)	672	SY	\$0.00				0		0.00	\$0.00	0.00
BE 802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$7.00	\$70.00			0		0.00	\$0.00	0.00
BE 905.032	PERMANENT PAINT MARKING 5" WHITE	1150	LF	\$4.60	\$5,290.00			0		0.00	\$0.00	0.00
BE 905.033	PERMANENT PAINT MARKING 5" YELLOW	700	LF	\$4.60	\$3,220.00			0		0.00	\$0.00	0.00
BE 906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	\$0.00				1			\$0.00	0.00
BE 912.001	CONSTRUCT TRAFFIC CALMING DEVICE	48	SY	\$82.00	\$3,936.00			0		0.00	\$0.00	0.00
BE 1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	2176	SY	\$85.50	\$186,048.00			3122.498	\$266,973.58	3,122.50	\$266,973.58	143.50
BE 1002.100	REPAIR CURB AND GUTTER	387	LF	\$30.00	\$11,610.00			475.4	\$14,262.00	475.40	\$14,262.00	122.84
BE 1002.300	REPAIR MEDIAN SURFACING	10	SF	\$10.00	\$100.00	933.16	\$9,331.60	160	\$1,600.00	1,093.16	\$10,931.60	10931.60
BE 1002.307	ADJUST INLET TO GRADE	1	EA	\$1,450.00	\$1,450.00			1	\$1,450.00	1.00	\$1,450.00	100.00
BE 1004.400	REMOVE AND REPLACE PRECAST INLET TOP	42	EA	\$2,800.00	\$117,600.00			42	\$117,600.00	42.00	\$117,600.00	100.00
BE 1109.000	MOBILIZATION /DEMOBILIZATION	1	LS	\$1,000.00	\$1,000.00			1	\$1,000.00	1.00	\$1,000.00	100.00
	Change Order- Mission and Calhoun Wall											
Change Order	Modular Block Wall	1.00	LS	\$14,872.00		1	\$14,872.00	0		1.00	\$14,872.00	100.00
Change Order	Iron Fence	1	LS	\$7,810.00		1	\$7,810.00	0		1.00	\$7,810.00	100.00
	TOTALS				\$430,226.60		\$33,934.27		\$497,591.00		\$531,525.27	123.55

Date of Issuance: 3/28/2025
 Owner: City of Bellevue
 Contractor: Earnest Construction
 Engineer: HGM Associates
 Project: 2024 Concrete Project

Effective Date: 3/28/2025
 Owner's Contract No.: 240102
 Contractor's Project No.:
 Engineer's Project No.: 760224
 Contract Name: Package 2

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: [Subcontractor pricing for modular block wall and fence installation. Spreadsheet with final quantities.]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>430,226.60</u>	Original Contract Times: Substantial Completion: <u>Oct 11, 2024</u> Ready for Final Payment: <u>Nov 15, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>430,226.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Oct 11, 2024</u> Ready for Final Payment: <u>Nov 15, 2024</u> days or dates
<u>[Increase]</u> [Decrease] of this Change Order: \$ <u>101,298.67</u>	<u>[Increase]</u> [Decrease] of this Change Order: Substantial Completion: <u>3/30/2025</u> Ready for Final Payment: <u>3/30/2025</u> days or dates
Contract Price incorporating this Change Order: \$ <u>531,525.27</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
 By: [Signature]
 Title: VICE PRESIDENT
 Date: 3/31/25
 Engineer (if required)

ACCEPTED:
 By: _____
 Title: _____
 Date: _____
 Owner (Authorized Signature)

ACCEPTED:
 By: [Signature]
 Title: OPERATION MANAGER
 Date: 3-28-25
 Contractor (Authorized Signature)

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____

CHANGE ORDER 1- FINAL ADJUSTMENT OF QUANTITIES

Item No	Description	CURRENT CONTRACT				FINAL CHANGE ORDER		
		Quantity	Units	Unit Cost	Contract Cost	Final Quantity	Quantity Adjustment	Total Cost Adjustment
BE 103.140	REMOVE STEPS	5	EA	\$ 100.00	\$ 500.00	5	0 \$	-
BE 103.160	REMOVE RETAINING WALL	300	SF	\$ 8.00	\$ 2,400.00	320	20 \$	160.00
BE 105.100	REMOVE PAVEMENT	241	SY	\$ 17.20	\$ 4,145.20	270.86	29.86 \$	513.59
BE 105.140	REMOVE SIDEWALK	3582	SF	\$ 1.00	\$ 3,582.00	3576.4	-5.6 \$	(5.60)
BE 105.165	REMOVE COMBINATION CURB AND GUTTER	158	LF	\$ 10.00	\$ 1,580.00	50.2	-107.8 \$	(1,078.00)
BE 201.000	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	150	CY	\$ 18.00	\$ 2,700.00	150	0 \$	-
BE 501.016	CONSTRUCT 12" CONCRETE PAVEMENT (TYPE OPW 4000)	265	SY	\$ 100.00	\$ 26,500.00	270.86	5.86 \$	586.00
BE 501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$ 100.00	\$ 100.00	4	3 \$	300.00
BE 501.450	ADJUST UTILITY MANHOLE TO GRADE	2	EA	\$ 350.00	\$ 700.00	1	-1 \$	(350.00)
BE 502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	113	LF	\$ 20.10	\$ 2,271.30	50.2	-62.8 \$	(1,262.28)
BE 503.000	CONSTRUCT 4" PCC SIDEWALK	3109	SF	\$ 5.50	\$ 17,099.50	3713.86	604.86 \$	3,326.73
BE 503.002	CONSTRUCT 6" PCC SIDEWALK	258	SF	\$ 6.40	\$ 1,651.20	1210.73	952.73 \$	6,097.47
BE 503.010	CONSTRUCT 6" PCC SIDEWALK WITH TURNDOWN	367	SF	\$ 12.00	\$ 4,404.00	0	-367 \$	(4,404.00)
BE 503.100	CONSTRUCT SIDEWALK CURB WALL	80	SF	\$ 26.00	\$ 2,080.00	0	-80 \$	(2,080.00)
BE 503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	292	SF	\$ 8.20	\$ 2,394.40	475.31	183.31 \$	1,503.14
BE 503.210	CONSTRUCT 6" COLORED IMPRINTED PCC SURFACING	344	SF	\$ 14.50	\$ 4,988.00	0	-344 \$	(4,988.00)
BE 504.000	CONSTRUCT CURB RAMP	644	SF	\$ 22.00	\$ 14,168.00	857.5	213.5 \$	4,697.00
BE 504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	184	SF	\$ -	\$ -		\$	-
BE 607.000	CONSTRUCT REINFORCED PCC RETAINING WALL	6	CY	\$ 400.00	\$ 2,400.00	0	-6 \$	(2,400.00)
BE 609.100	CONSTRUCT RAILING	127	LF	\$ 37.00	\$ 4,699.00	0	-127 \$	(4,699.00)
BE 702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$ 1,500.00	\$ 1,500.00	0	-1 \$	(1,500.00)
BE 802.002	INSTALL SEEDING (SUBSIDIARY)	672	SY	\$ -	\$ -		\$	-
BE 802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$ 4.00	\$ 40.00	586.61	576.61 \$	2,306.44
BE 802.700	INSTALL SODDING (SUBSIDIARY)	672	SY	\$ -	\$ -	0	-672 \$	-
BE 802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$ 7.00	\$ 70.00	0	-10 \$	(70.00)
BE 905.032	PERMANENT PAINT MARKING 5" WHITE	1150	LF	\$ 4.60	\$ 5,290.00	0	-1150 \$	(5,290.00)
BE 905.033	PERMANENT PAINT MARKING 5" YELLOW	700	LF	\$ 4.60	\$ 3,220.00	0	-700 \$	(3,220.00)
BE 906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	\$ -	\$ -		\$	-
BE 912.001	CONSTRUCT TRAFFIC CALMING DEVICE	48	SY	\$ 82.00	\$ 3,936.00	0	-48 \$	(3,936.00)
BE 1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	2176	SY	\$ 85.50	\$ 186,048.00	3122.498	946.498 \$	80,925.58
BE 1002.100	REPAIR CURB AND GUTTER	387	LF	\$ 30.00	\$ 11,610.00	475.4	88.4 \$	2,652.00
BE 1002.300	REPAIR MEDIUM SURFACING	10	SF	\$ 10.00	\$ 100.00	1093.16	1083.16 \$	10,831.60
BE 1002.307	ADJUST INLET TO GRADE	1	EA	\$ 1,450.00	\$ 1,450.00	1	0 \$	-
BE 1004.400	REMOVE AND REPLACE PRECAST INLET TOP	42	EA	\$ 2,800.00	\$ 117,600.00	42	0 \$	-
BE 1109.000	MOBILIZATION /DEMOBILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00	1	0 \$	-
Change Order	Modular Block Wall	1	LS	\$ 14,872.00			1 \$	14,872.00
Change Order	Iron Fence	1	LS	\$ 7,810.00		1	1 \$	7,810.00
					\$430,226.60	1	\$	101,298.67

INVOICE

Best Cut Lawn Care Inc.
6540 Russell Emmett Ct
Papillion, NE 68133-3456

clintwilen@gmail.com
+1 (402) 290-6581
Bestcutlawncareinc.com

Bill to
Bellevue Ne
Mission ave/Calhon street

Ship to
Bellevue Ne

Invoice details

Invoice no.: 2213
Terms: Net 30
Invoice date: 01/30/2025
Due date: 03/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Retaining Wall	North East corner of Mission and Calhoun Anchor Diamond pro block 145 sqft of wall 3.5 ft tall at corner of sidewalk heading north to drive way wall stepping down to 1 ft tall in a span of 77 ft	145	\$32.00	\$4,640.00
2.		Retaining Wall	80 ft long wall 3.5 tall steps down at the end walls will have drain tile and caps will glued	265	\$32.00	\$8,480.00
3.		Retaining Wall	Retaining wall small wall around mail box and add a corner on the end of wall and tie it back into the lawn	1	\$400.00	\$400.00

Total **\$13,520.00**

Ways to pay



View and pay



Empire Netting & Fence
PO Box 553
Waverly, NE 68462
sarah@empire-fence.com

BILL TO

Mission & Calhoun Retaining Wall
Bellevue, NE

INVOICE 10506

DATE 02/12/2025 **TERMS** Net 30

DUE DATE 03/14/2025

SERVICE DATE	DESCRIPTION	QTY	TOTAL COST	AMOUNT
02/12/2025	Provide & Install: - 150 LF of 4' black Centurion iron - Sono tubes to be provided and installed by others	1	7,100.00	7,100.00

****PLEASE REMIT ALL PAYMENTS TO:
EMPIRE NETTING AND FENCE
PO BOX 553
WAVERLY, NE 68462

SUBTOTAL 7,100.00
TAX 0.00
TOTAL 7,100.00

TOTAL DUE \$7,100.00

****PLEASE REMIT ALL PAYMENTS TO:
EMPIRE NETTING AND FENCE
PO BOX 553
WAVERLY, NE 68462

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Bellevue Owner's Contract No.: 240102 Package 2
Contractor: Swain Construction
Engineer: HGM Associates
Project Name: Concrete Project Package 2

This Final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

March 28, 2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

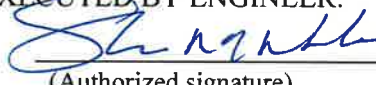
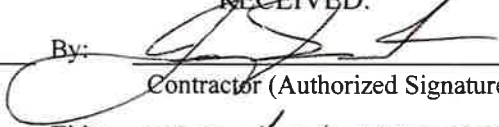
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *Punch List*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<p>EXECUTED BY ENGINEER: By: <u></u> By: _____ (Authorized signature) Owner (Authorized Signature)</p> <p>Title: <u>Construction Project Manager</u> Title: _____ Date: <u>3/28/2025</u> Date: _____</p>	<p>RECEIVED: By: <u></u> By: _____ Contractor (Authorized Signature)</p> <p>Title: <u>OPERATION MANAGER</u> Title: _____ Date: <u>3-28-25</u> Date: _____</p>	<p>RECEIVED: By: _____ By: _____ Contractor (Authorized Signature)</p> <p>Title: _____ Title: _____ Date: _____ Date: _____</p>
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This document is a MODIFIED version of EJCDC® C-625, Certificate of Substantial Completion.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
4/15/2025

COUNCIL MEETING DATE: 04/15/2025		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

BPW 250108 PK25(3) Everett Park Pickleball Courts and Parking Lot

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works and Parks Department received 5 - bids for the Everett Park Pickleball Courts and Parking Lot on March 27 ranging from \$243,460.00 to \$343,402.00. The engineer's estimate was \$303,337.75.

After the review of the bids received, the low, responsive, responsible bidder is Midwest DCM in the amount of \$243,460.00. We recommend the City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Midwest DCM in the amount of \$243,460.00 to be executed upon the receipt of the insurances and bonds by Public Works.

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 the Mayor to execute the Notice of Award and approve the Agreement with Midwest DCM in the amount of \$243,460.00 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedecken
David Goedecken
David Goedecken



April 1, 2025

John Krager, PE
City of Bellevue, Public Works Dept.
1510 Wall Street
Bellevue, NE 68005

Subject: Everett Park Pickleball and Parking Improvements
Bellevue, Nebraska
Project #: HGM # 107624 / Owner # 250108
Letter of Recommendation

Dear John,

Based upon 5- bids received on March 27, 2025, Midwest DCM had the lowest base bid in the amount of \$151,000.

There were also two alternates to add to the base bid as follows:

- Alternate #1 – Provide Parking Area (Add)\$32,460
- Alternate #2 – Provide Lighting and Electrical (Add).....\$60,000

We hereby recommend award of the subject project to Midwest DCM, of Omaha, Nebraska, for the amount of \$243,460, including the base bid and both Alternates.

Attached is the bid tabulation for the above referenced project.

Yours very truly,
HGM ASSOCIATES INC.

Todd M. Maiellaro, ASLA
Project Manager

Attachment: Bid Tab



City of Bellevue

Public Works Administration

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

MEMO TO: David Goedeken, PE - Public Works Director

FROM: John F. Krager III, PE - Mgr of Engineering Services

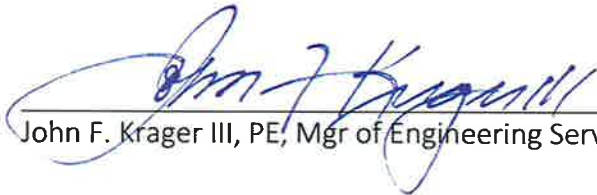
DATE: March 27, 2025

SUBJECT: Concurrence with Bid Award
BPW-250108
Project: PK 25(3) - Everett Park Pickelball Courts and Parking Lot

Bids were publicly opened on March 27 at 10:00AM and subsequently reviewed by Public Works Administration as well as the Parks Department.

There were five (5) bids received ranging from a lump sum of \$243,460.00 to \$343,402.00. The Engineers Estimate (HGM Associates) was \$303,337.75.

This is to indicate my concurrence with award of the bid for project number BPW-250108 PK 25(3) - Everett Park Pickelball Courts and Parking Lot to Midwest DCM in the amount of \$243,460.00



John F. Krager III, PE, Mgr of Engineering Services



TABULATION OF BIDS
Everett Park Pickleball Courts and Parking Lot
PROJECT NO. BPW-250108

Place: City of Bellevue - Public Works, 1510 Wall St
 Date: 27-Mar-25
 Time 10:00 AM

Item #		BIDDER					
		Engineers Etimate	Midwest DCM	DPS, LLC	All Purpose Const	Dostal Const	Nemaha Sports Const
A	Bid Bond (included)		YES	YES	YES	YES	YES
B	Addenda No 1 Acknowledged		YES	YES	YES	YES	YES
C	Lump Sum Bid - PickleBall Court	\$199,829.00	\$151,000.00	\$189,190.97	\$204,000.00	\$205,000.00	\$256,852.00
D	Alternate #1 - Parking Lot	\$16,893.00	\$32,460.00	\$21,800.00	\$26,000.00	\$28,500.00	\$27,951.00
E	Alternate #2 - Lighting and Electrical	\$86,615.75	\$60,000.00	\$52,700.00	\$59,000.00	\$58,000.00	\$58,599.00
F	TOTAL BASE BID (C+D+E)	\$303,337.75	\$243,460.00	\$263,690.97	\$289,000.00	\$291,500.00	\$343,402.00

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

BID PROPOSAL

TO: Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska

PROJECT: Everett Park Pickleball & Parking Improvements

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5th Avenue, Council Bluffs, Iowa 51501, dated March 5, 2025, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.	DATED
001	3/7/25

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

No bidder may withdraw their proposal within 30 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by August 27, 2025. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

TOTAL LUMP SUM BASE BID:

ONE HUNDRED FIFTY ONE THOUSAND AND $\frac{00}{100}$ Dollars
(\$ 151,000.00)

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

ALTERNATES

Refer to Section 01 23 00 – ALTERNATES, for expanded description of Alternates.

Alternate No. 1: Provide Parking Area

Add THIRTY-TWO THOUSAND, FOUR HUNDRED SIXTY AND $\frac{00}{100}$ Dollars
(\$ 32,460.00)

Alternate No. 2: Provide Lighting and Electrical

Add SIXTY THOUSAND AND $\frac{00}{100}$ Dollars
(\$ 60,000.00)

VOLUNTARY SUBSTITUTIONS

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
N/A		add / deduct \$ _____
		add / deduct \$ _____
		add / deduct \$ _____

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be affixed by a duly authorized (Officer, Partner, Owner), this 27th day of MARCH, 2025.

FIRM NAME: MIDWEST DCM

MAILING ADDRESS: 8719 S. 135TH ST. STE. 100

OMAHA, NE 68138

TELEPHONE: 402-537-3077

BY: 

RUSS COOPER

(Printed name)

PRESIDENT

(Title)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Midwest DCM, Inc., 8719 S. 135th Street, Omaha, NE 68138

_____ as Principal, hereinafter called the Principal,

and the Inland Insurance Company

of P.O. Box 80468, Lincoln, NE 68501, a corporation duly organized under

the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

Bellevue Public Works as Obligee, hereinafter called the Obligee,

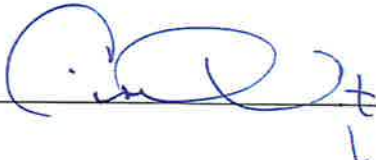
in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

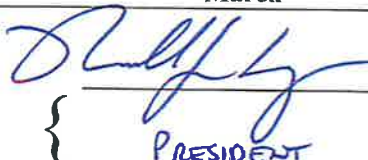
WHEREAS, the Principal has submitted a bid for Everett Park Pickleball & Parking Improvements

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

Signed and sealed this 25th day of March, 2025.



Witness

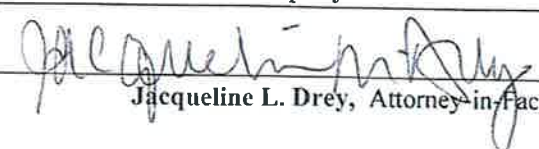


Midwest DCM, Inc. (Seal)
Principal
PRESIDENT

Title



Witness

Inland Insurance Company
By 

Jacqueline L. Drey, Attorney-in-Fact

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-in-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 19
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated
IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.
Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 26.

I, Philip C. Abel, Director of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 25th day of March, 20 25.

Philip C. Abel

Director



AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year Two Thousand and Twenty-Five.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bellevue, Nebraska
Public Works Department
1510 Wall Street
Bellevue, NE 68005

and the Contractor:
(Name, legal status, address and other information)

Midwest DCM
8719 S. 135th St., Ste 100
Omaha, NE 68138

for the following Project:
(Name, location and detailed description)

Everett Park Pickleball and Parking Improvements
HGM #107624 /
BPW #250108
Betz Road and Englewood Drive

The Architect:
(Name, legal status, address and other information)

HGM Associates Inc.
640 Fifth Avenue
Council Bluffs, IA 51501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[®]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[®]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 27, 2025.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
ALL WORK	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-Three Thousand, Four Hundred Sixty Dollars and no cents. (\$ 243,460.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 – Provide Parking Area (Add)	\$32,460
Alternate #2 – Provide Lighting and Electrical (Add)	\$60,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If Contractor shall fail to meet the Substantial Completion Date set forth above, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **LAST** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **LAST** day of the **FOLLOWING** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **THIRTY (30)** days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% (Ten Percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0 % (Zero Percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Todd Maiellaro
HGM Associates Inc.
640 Fifth Avenue, Council Bluffs, IA 51501
Phone: (712) 323-0530 / Email: tmaiellaro@hgmonline.com

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

John Krager, P.E.
Bellevue Public Works Department
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3144 / Cell: (402) 490-4875
Email: john.krager@bellevue.net

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Russ Cooper, President
Midwest DCM
8719 S. 135th St., Ste 100
Omaha, NE 68138
Phone: (402) 537-3077
Email:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Contractor to Provide Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as referenced in the Project Manual.

.4 Drawings

Number	Title
All Inclusive (Included by reference of the Cover Sheet Index)	Everett Park Pickleball Courts and Parking Lot

.5 Specifications

Section	Title
All Sections (Included by reference of the Table of Contents)	Project Manual for Everett Park Pickleball Courts and Parking Lot

.6 Addenda, if any:

Number	Date
001	3/7/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

Document	Title	Date
Refer to Supplemental Conditions of the Contract for Construction	Project Manual for Everett Park Pickleball Courts and Parking Lot	March 2025

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Proposal
Contractor to provide Insurance
Contractor to provide Payment and Performance Bonds

This Agreement entered into as of the day and year first written above.



OWNER (Signature)
 BY: John Krager, PE

(Printed name and title)

CONTRACTOR (Signature)
 BY: Russ Cooper, President

(Printed name and title)

Midwest Dem

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

BID PROPOSAL

TO: Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska

PROJECT: Everett Park Pickleball & Parking Improvements

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5th Avenue, Council Bluffs, Iowa 51501, dated March 5, 2025, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.	DATED
001	3/3/25
_____	_____
_____	_____

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

No bidder may withdraw their proposal within 30 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by August 27, 2025. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

TOTAL LUMP SUM BASE BID:

ONE HUNDRED FIFTY ONE THOUSAND AND $\frac{00}{100}$ Dollars
(\$ 151,000.00)

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

ALTERNATES

Refer to Section 01 23 00 – ALTERNATES, for expanded description of Alternates.

Alternate No. 1: Provide Parking Area

Add THIRTY-TWO THOUSAND, FOUR HUNDRED SIXTY AND $\frac{00}{100}$ Dollars
(\$ 32,460.00)

Alternate No. 2: Provide Lighting and Electrical

Add SIXTY THOUSAND AND $\frac{00}{100}$ Dollars
(\$ 60,000.00)


VOLUNTARY SUBSTITUTIONS

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
N/A		add / deduct \$ _____
		add / deduct \$ _____
		add / deduct \$ _____

HGM Associates Inc.
107624
BPW-250108

BPW Everett Park Pickleball
& Parking Improvements
Bellevue, Nebraska

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be affixed by a duly authorized (Officer, Partner, Owner), this 27th day of MARCH, 2025.

FIRM NAME: MIDWEST DCM
MAILING ADDRESS: 8719 S. 135TH ST. STE. 100
OMAHA, NE 68138
TELEPHONE: 402-537-3077
BY: 
Russ COOPER
(Printed name)
PRESIDENT
(Title)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
4/15/2025

COUNCIL MEETING DATE: 4/15/2025		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240604 Box Culvert Wingwalls Reconstruction - Ft Crook and Cary St

SYNOPSIS/BACKGROUND:

HGM Associates submitted an amendment for Midwest ROW to provide professional services to assist the City of Bellevue in acquiring temporary construction easement for the Box Culvert Wingwalls Reconstruction at Ft Crook and Cary St.

FISCAL IMPACT?: \$4,975.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: HGM Assoc. - Amendment for Right-of-Way services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

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

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in the amount of \$4,975 for right-of-way services for the reconstruction of the box culvert wingwall located at Cary St and Ft Crook Rd

ATTACHMENTS:

1. Agreement <input type="text"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Wallis
[Signature]
[Signature]



April 1, 2025

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

Subject: Culvert Wing Failure
HGM Project Number 702342
Change in Services – Amendment to Agreed Cost

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM), I want to notify you that you have requested services that are not included in the original agreement for this project dated July 8, 2024. This letter shall serve as amendment number 1 to the original agreement.

The services not included in the original agreement are described in the attached Midwest Right of Way Services Proposal dated March 20, 2025.

Fort Crook/Cary Street Box Culvert Repair Easement Acquisition– ROW Services

HGM will provide these Additional Services as a reimbursable expense charged on the basis of actual cost and are estimated to be \$4,975 in accordance with the attached proposal.

I anticipate that we will be able to begin work on these additional services immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time HGM is delayed in the performance of these services, I will notify you immediately in writing.

Mr. John Krager, P.E.

April 1, 2025

Page 2 of 2

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

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



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

Authorization of Additional Services:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date

March 20, 2025



MIDWEST

R | O | W

MIDWEST
RIGHT OF WAY
SERVICES

City of Bellevue, Nebraska

**Cary Street
Culvert Repair
Easement Acquisition**

John Borgmeyer
john.borgmeyer@midwestrow.com

**13425 A Street
Omaha, Nebraska 68144
402-955-2900**



MIDWEST
R | O | W

PROPOSAL FOR SERVICES

City of Bellevue, Nebraska

Cary Street – Culvert Repair – Easement Acquisition

**Steve Moffitt, PE, Vice President
HGM Associates, Inc.
450 Regency Parkway, Suite 120
Omaha, Nebraska 68114**

PROJECT UNDERSTANDING

This project involves the acquisition of a temporary easement from one (1) tract of land for the Cary Street, Culvert Repair project. The project is located in Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

TITLE SEARCHES

A title search will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to HGM Associates, Inc. at no additional cost.

WAIVER VALUATIONS and JUST COMPENSATION

This task involves the preparation of one (1) waiver valuation which will help the City of Bellevue to determine values for the easement to be acquired. Midwest Right of Way Services agent will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessor data, and provide the report to the City of Bellevue so that they can determine the just compensation.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2025	\$ 0.70

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

RIGHT OF WAY SERVICES

Project Management	1	Tract @	\$ 300.00	each =	\$ 300.00
Negotiation Services	1	Tract @	\$ 3,750.00	each =	\$ 3,750.00
Administrative Services	1	Tract @	\$ 225.00	each =	\$ 225.00
Title Services	1	Tract @	\$ 200.00	each =	\$ 200.00
Waiver Valuations	1	Tract @	\$ 500.00	each =	\$ 500.00

Total Right of Way Costs:	\$ 4,975.00
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If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
4/15/2025

COUNCIL MEETING DATE: April 15, 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:

190815 - M146(74B) Capehart Road Improvements - 27th to 36th Street

SYNOPSIS/BACKGROUND:

Supplement #3 for Benesch to provide professional engineering services for the M146(74) Capehart Road Improvements - 27th to 36th Street project. The supplemental services include an Environmental Baseline Study as required by OFFUTT AFB for acquisition of temporary/permanent easements and right-of-way.

FISCAL IMPACT: \$24,444 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Supplement #3 - M146(74B) Capehart Road Improvements - 27th to 36th Street

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 190815 - M146(74) Capehart Road Improvements - 27th to 36th Street

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

CIP PROJECT NAME: M146(74B) Capehart Road Improvements - 27th to 36th Street CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPST25(04)

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

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign Supplement #3 between the City of Bellevue and Benesch in the amount of \$24,444.00.

ATTACHMENTS:

1. Supplement #3	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Williams
Joseph [Signature]
[Signature]



EXHIBIT A

WORK AUTHORIZATION NO. 03

PROJECT NO. M146(74) DATE March 20, 2025
 PROJECT NAME CAPEHART RD IMPROVEMENTS
 CLIENT City of Bellevue
 CLIENT PM John Krager, PE CONSULTANT PM Pat Kastl, PE
 PHONE NO. 402-239-3144 PHONE NO. 402-333-5792

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 03, with the Agreement dated March 20, 2025, between City of Bellevue, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$24,444.00 and invoice using Attachment B: Schedule of Unit Billing Rates.
- Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffery A. Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeffery A. Sockel

TITLE: _____

TITLE: Sr Vice President, PE

DATE: _____, 20____

DATE: March 20, 2025

BENESCH OFFICE: Benesch

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

CITY OF BELLEVUE PROJECT NO.: M146(74) CAPEHART RD IMPROVEMENTS, 27th to 36th

ENGINEERING DESIGN SERVICES

SUPPLEMENT #3

PROJECT DESCRIPTION

The scope of this project consists of the full reconstruction of Capehart Road from 25th Street to 36th Street to a four-lane urban roadway with a raised median for the City of Bellevue. The general limits of the project are Capehart Road – approximately 800 feet west of 25th Street to approximately 400 feet east of 36th Street including the tie into future 36th Street Project; MAPA-5061 (5) that is anticipated to be constructed prior to this project.

This supplement will include effort to:

- Environmental Review
 - Environmental Baseline Study
 - Environmental specifications for the plans and specifications.

1) ENVIRONMENTAL

The Capehart Road project corridor with street improvements is anticipated to have land to be acquired by the City of Bellevue, Sarpy County, Nebraska that is situated on Department of Defense (DoD) Property and/or Right-of-Way (ROW). As a result of the change of use of the DoD land, Benesch will perform an Environmental Baseline Survey (EBS) in general conformance with the scope and limitations of American Society of Testing Materials (ASTM) Practice D 6008-96, Standard Practice for Conducting Environmental Baseline Surveys (ASTM, Reapproved 2014), and ASTM Practice D 5746-98, Environmental Condition of Property Area Types for Defense Base Closures and Realignment Facilities (ASTM, 2016).

The scope of services for this EBS includes the following components to identify RECs in connection with the Property, to the extent feasible pursuant to ASTM Practice D 6008-96 and design plan specifications to address any RECs in the project area.

w. Environmental Baseline Survey

Records Review

- Review of physical setting sources,
- Review of federal and state environmental records,
- Review of historical information,
- Interview current landowner or occupant(s), if warranted, and
- Interview local government and/or DoD officials.

Site Reconnaissance

A Benesch Scientist will conduct a visual inspection of the real property; any buildings, structures, equipment, pipe, pipeline, or other improvements on the real property; and of properties immediately adjacent to the real property, noting sewer lines, runoff patterns, evidence of environmental impacts (e.g., stained soil, stressed vegetation, dead or ill wildlife) and other observations which indicate actual or potential release of hazardous substances or petroleum products.

Report of Findings

The findings of the records review, site reconnaissance, and interviews are reported in the Environmental Baseline Survey. The EBS and report attachments are too large to exchange via email and will be uploaded to a Benesch file sharing site for distribution.

x. Environmental Specifications

Design information will be added to the plans as applicable for environmental analysis, including areas of impact, earthwork quantities, waste and staging areas, and material handling and disposal. Notes to address environmental findings to protect the surrounding natural environment. Provide and referenced to the design procedures and details manual for specific information.

COMPENSATION

Compensation for the services shall be on a time and materials basis with time reimbursed at a 3.0 multiplier of direct labor cost and any direct expenses reimbursed at actual cost subject to the limitation of the negotiated Not to Exceed Fee.

M146(74) Capehart Rd, 27th to 36th
 City of Bellevue Public Works Department
 Fee Estimate For Professional Engineering Services

<u>Personnel Classification</u>	2025		Estimated <u>Cost</u>
	<u>Loaded Rate</u> \$/Hour	<u>Est.</u> Hours	
Sr. Project Scientist, Project Engineer III	\$ 147.00	72	\$ 10,584.00
Project Scientist III, Project Engineer II, Sr Technical Designer	\$ 133.00	80	\$ 10,640.00
Project Scientist II, Project Engineer I, Construction Rep III	\$ 120.00	20	\$ 2,400.00
			<hr/> <hr/>
Subtotal Direct Labor Costs			\$ 23,624.00
 Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$ 200.00
Vehicle Mileage @ IRS Rate/mi			\$ 70.00
Subconsultant/Subcontractor			\$ -
Unit Rate Lab Services			\$ 550.00
Equipment Rental			\$ -
Subtotal Direct Non-Labor Costs			\$ 820.00
			<hr/> <hr/>
Total Estimated Not to Exceed Fee			\$ 24,444.00

Project Summary

Task	Personnel Services											Reimbursables						Estimated Fee				
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/mi	Subconsultant/Subcontractor	Unit Rate Lab Services		Equipment Rental	0	0	Subtotal
Task 1 Project Management & Meetings	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 Design	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Environmental	0	0	0	72	80	20	0	0	0	0	172	23,624.00	\$ 200	\$ 70	\$ -	\$ 550	\$ -	\$ -	\$ -	\$ -	820	\$ 24,444.00
Task 4 Survey (Not Used)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Geotechnical (Not Used)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Quality Control/Quality Assurance	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Traffic Analysis	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 Right-of-Way Services	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 10	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 11	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	0	0	0	72	80	20	0	0	0	0	172		\$ 200	\$ 70	\$ -	\$ 550	\$ -	\$ -	\$ -	\$ -		
Project Subtotal												\$ 23,624.00							\$ 820	\$ 24,444.00		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
4/15/2025

COUNCIL MEETING DATE: April 15, 2025		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW - 250303 Ft Crook Bridge Closure - Traffic Control Plan

SYNOPSIS/BACKGROUND:

HGM Assoc. (HGM) to provide design engineering services for the Ft Crook Bridge Closure - Traffic Control Plan. Professional engineering services to includes project management and final designs.

FISCAL IMPACT: \$2,280 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Ft Crook Bridge Closure Traffic Control Plan

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Ft Crook Bridge Closure Traffic Control Plan

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: 6033 ACCOUNT NUMBER: 10-15

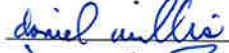
RECOMMENDATION:


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 \$2,280.


ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



March 24, 2025

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

Subject: Fort Crook Road SB Bridge Traffic Control
HGM Proposal No. 000725-058

Dear John:

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

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 \$2,280.00. 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

March 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 15 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 March 24, 2025, between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: **Fort Crook Road SB Bridge Traffic Control**
HGM Proposal No. 000725-058

The project consists of the layout of permanent traffic control to close the southbound traffic on Fort Crook Road from the Capehart Road interchange to the commercial drive located approx. 500 feet south of the bridge over the Papillion Creek. Scope of work includes developing the traffic control layout plans and addressing comments/revisions following a review by the City.

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

1. TRAFFIC CONTROL DESIGN
 - A. Utilize aerial photos to provide layout of traffic control barriers and signage following NDOT Traffic Control requirements.
 - B. Traffic control plans will address the following locations:
 1. Closure and merging of SB lanes to off-ramp north of Capehart Road.
 2. Closure of left and right turn lanes on Capehart Road to SB on-ramp to Fort Crook Road.
 3. Barricading of SB Fort Crook Road north of the commercial drive south of the Fort Crook Road bridge.
 - C. Signage will conform to the Manual of Uniform Traffic Control Devices.

Design Notes:

1. The erosion control plans are for use by the City of Bellevue to install the traffic control and will not be done to a level to advertise for public bid.

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 March 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 24th of March 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
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: March 24, 2025

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

161.
4/15/2025

COUNCIL MEETING DATE: April 15, 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 250104 CIPST 25(03) Overlay Projects professional engineering construction services

SYNOPSIS/BACKGROUND:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Co for Professional Engineering Services for the Construction Administration and Observation and Material Testing of the 2025 Overlay Projects in the amount of \$236,659.00.

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 agreement between the City of Bellevue and Alfred Benesch & Co. in the amount of \$236,659.00 for professional engineering construction services for the 2025 Overlay Projects.

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="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: *Daniel Muller*

FINANCE APPROVAL AS TO FORM: *Scott Stodolski*

ADMINISTRATOR APPROVAL AS TO FORM: *David Goedeken*



CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	BPW 250104 2025 City Overlay Projects
Address	1510 Wall St		
	Bellevue, NE	Project Location	Bellevue, NE
Telephone	402-293-3028		
Client Contact	Matt Knight, PE	Consultant PM	Mike Higgins, PE
Client Job No.	240103	Consultant Job No.	1225-300007.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$_____.
- By Time and Materials: \$236,659.00.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Jeffery A Sockel</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Jeffery A. Sockel, PE</u>
TITLE: _____	TITLE: <u>Sr. Vice President</u>
DATE: _____, 20____	DATE: <u>April 4th</u> , 20 <u>25</u>
	BENESCH OFFICE: <u>Bellevue</u>
	ADDRESS: <u>4530 Maass Rd</u>
	<u>Bellevue, NE 68133</u>

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW 250104 – 2025 CITY OVERLAY PROJECTS**

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for ADA ramp construction, concrete pavement repair, asphalt resurfacing, and other related improvements in multiple locations within the City of Bellevue (City) identified in the contract documents of BPW 250104 – 2025 City Overlay Projects. Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management & Meetings
2. Construction Observation
3. Materials Sampling & Testing
4. Engineering Support Services
5. Project Closeout

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- Construction is anticipated to begin on May 27th, 2025, or later.
- Construction is anticipated to be substantially complete by September 27th, 2025 with minor work and final completion expected to occur by October 31st, 2025.
- Staffing requirements for the projects assigned will consist of one (1) principal- in-charge, one (1) project manager, one (1) project coordinator, multiple construction inspectors, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- The project manager is anticipated to work no more than sixty (60) hours during project preparation, construction, and closeout.
- The project coordinator is anticipated to work no more than twenty-seven (27) weeks (average of 12 hours per week) during project preparation, construction, and closeout.
- The construction inspector working with the concrete contractor will be on site any time the contractor is performing critical elements of work requiring documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The inspector is anticipated to be on site no more than eighteen (18) weeks (average of 48 hours per week).
- The construction inspectors working with the asphalt milling and paving crews will be on site any time the contractor is performing work requiring documentation of compliance and/or direct measurement for payment on site. The inspectors are anticipated to be on site no more than two (2) weeks each (average of 55 hours per week per inspector).
- A construction inspector is anticipated to be on site for an additional five (5) weeks during punch list and site clean-up activities at the end of the project (average of 25 hours per week).
- It is assumed that no SWPPP inspections will be required for the project.
- It is assumed that periodic progress meetings, as determined to be necessary by Benesch or the City, will be conducted (assume no more than five (5) meetings).

PROJECT MANAGEMENT & MEETINGS

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project as well as manage the project scope, schedule, and budget, and prepare and process invoices and monthly progress reports. Benesch shall also provide project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City.
- Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Scheduling personnel and testing activities to comply with the requirements of the contract documents.
- Facilitate the pre-construction meeting and distribute meeting minutes (assume 1 meeting lasting no more than 1 hour).
- Facilitate periodic progress meetings, as determined to be necessary by Benesch or the City and distribute meeting minutes.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

CONSTRUCTION OBSERVATION

Benesch shall provide construction inspection services to the City of Bellevue using a member of our technical staff. Benesch construction inspectors will perform the following tasks:

- Take pre-construction and post-construction photos.
- Take reasonable steps to verify all work is completed in compliance with the Contract Documents and notify the City in a timely manner of any observed deficiencies.
- Prepare daily reports documenting on-site activities including personnel, equipment, visitors, weather, contractor activity, accidents, and any other pertinent information and submit to the City as requested.
- Quantify and record work performed by the contractor for payment.
- Inspect and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholders in or near the project site.

- Complete materials testing on site when project work and staffing allows.
- Collect required material delivery tickets, material certifications, and other shop submittals or shop drawings as required by the contract documents for the work documented by Benesch.
- Once the City determines substantial completion is achieved, create and maintain a punch list of remaining items of work required to achieve final completion and coordinate the completion of items with the City and the Contractor.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.

MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Project Manager or the City:

- Periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, pavement repair, and sidewalk repair for air content, slump, temperature, and compressive strength (assume no more than eighteen (18) tests performed by inspectors and eighteen (18) tests performed by lab personnel).
- Quality assurance acceptance testing of the plant-produced hot-mix asphalt for volumetric properties, gradations, and consensus aggregate properties (assume no more than two (2) tests).
- Quality assurance acceptance testing of pavement core samples to determine density, thickness, and percent compaction (assume no more than four (4) cores).
- Cutting pavement cores, measuring cores, trimming cores, and testing core compressive strength (assume no more than ten (5) cores cut, measured, trimmed, and broken by lab personnel).

ENGINEERING SUPPORT SERVICES

Benesch shall provide technical support to assess site conditions, work performed, and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task include, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, contractor means & methods, soils/geotechnical issues, or other relevant issues.

PROJECT CLOSEOUT

Benesch will provide the following services for closeout at the completion of the project:

- Create and issue a final punch list to the contractor.
- Verify all work is complete according to the contract documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

COMPENSATION

The following pages indicate the estimated number of hours, personnel levels, and testing services, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, engineering support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch's current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of concrete and soil materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Omaha Division) standard rate schedule for required/requested tests not covered under the standard testing rate schedule. Compensation for on-site plant monitoring shall be based upon the employee classification and corresponding hourly billing rate.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated.

Professional Services for BPW-250104 City Overlay Projects

Construction Engineering and Inspection for City of Bellevue 2025 Overlay Projects
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 250.00	8	\$2,000.00
E1a - Professional Engineer/Project Manager	\$ 216.00	65	\$14,040.00
E2 - Professional Engineer (Staff)	\$ 191.00	8	\$1,528.00
E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	\$ 151.00	316	\$47,716.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 112.00	1225	\$137,200.00
		Subtotal Direct Labor Costs	\$202,484.00
Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$1,900.00
Vehicle Mileage @ \$0.75/mi			\$4,725.00
Construction Materials Testing Trip Charge @ \$123/Trip			\$6,642.00
Concrete Unit Rate Testing			\$12,114.00
Misc Unit Rate Testing			\$5,594.00
Misc Chargeable Expenses			\$3,200.00
		Subtotal Direct Expense Costs	\$34,175.00
		Total Estimated Not to Exceed Fee	\$236,659.00

Professional Services for BPW-250104 City Overlay Projects

Construction Engineering and Inspection for City of Bellevue 2025 Overlay Projects
 City of Bellevue Public Works Department

Task		Personnel Services						Reimbursables						Estimated Fee			
		E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$123/Trip	Sewer Camera @ \$200/day	Concrete Unit Rate Testing		Misc Unit Rate Testing	Misc Chargeable Expenses	Subtotal
Task 1	Project Management & Meetings	0	52	0	69	0	121	\$ 21,651.00	\$ 200	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 575	\$ 22,226.00
Task 2	Construction Observation	0	0	0	207	1084	1291	\$ 152,665.00	\$ 1,500	\$ 3,825	\$ -	\$ -	\$ -	\$ -	\$ 3,200	\$ 8,525	\$ 161,190.00
Task 3	Materials Sampling & Testing	0	0	0	0	8	8	\$ 896.00	\$ -	\$ -	\$ 6,642	\$ -	\$ 12,114	\$ 5,594	\$ -	\$ 24,350	\$ 25,246.00
Task 4	Engineering Support Services	8	8	8	0	8	32	\$ 6,152.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,152.00
Task 5	Project Closeout	0	5	0	40	125	170	\$ 21,120.00	\$ 200	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 725	\$ 21,845.00
Subtotal		8	65	8	316	1225	1622		\$ 1,900	\$ 4,725	\$ 6,642	\$ -	\$ 12,114	\$ 5,594	\$ 3,200		
Project Subtotal								\$ 202,484.00							\$ 34,175	\$ 236,659.00	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16m.
4/15/2025

COUNCIL MEETING DATE: April 15, 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:

Painting of Police Station 1510 Wall St.

SYNOPSIS/BACKGROUND:

McGill Restoration to paint soffits/Lintels on south and east side of building.

FISCAL IMPACT: \$10,400.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: McGill Restoration 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: Tuck point brick exterior 1510 Wall St. CIP PROJECT NUMBER: CIP25(01)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 7030

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City council and Mayor to approve the restoration of 1510 Wall St.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures for legal, finance, and administrator approval.



2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax
4-2-2025

RE: Bellevue Police Station Painting

Tracy:

Thank you for the opportunity to provide a quote for this project and please feel free to contact me if you have any questions or if we can be of any additional service.

As per our recent discussion and inspection with you regarding the above-referenced project, McGill Restoration, Inc. would like to submit the following quote for your review and consideration.

Scope of Work: Painting soffits/Lintels on south and east side

- All repairs will include mobilization, access, temporary protection/barricades, materials, and equipment and necessary incidental items.
- Power wash to remove chalk and contaminates
- Sand area to remove rust and dull substrate
- Wipe with acetone
- Spray or roll apply one coat of primer
- Spray or roll apply one coat of uv stable topcoat(color to be chosen by owner)
- Remove and replace failed cove joints on the south and east side.
- Once our work is finished the area will be cleaned.

Total for Repairs (\$10,400.00)



INTERNATIONAL
CONCRETE REPAIR
INSTITUTE



MCGILL RESTORATION

2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax



Sealant
Waterproofing
& Restoration
Institute



INTERNATIONAL
CONCRETE REPAIR
INSTITUTE





2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax

Respectfully,

Gabe Russell

Estimator/Project Manager

McGill Restoration, Inc.

Special Conditions:

- 1) Our payment terms are Net 30 days from the date of the invoice with an interest rate of 1.5% per month added on all invoices not paid within 30 days.
- 2) The quote is valid for a period of 30 days from the date of proposal.
- 3) Owner to provide water, electricity and hook up for our work. General contractor to provide restrooms.
- 4) Owner to provide access to work areas.
- 5) Work is to be performed during normal business hours.
- 6) All areas to be available at one time to help expedite our work.
- 7) No permits included. No performance bond included if needed please add 1.08% to the bid amount.
- 8) If existing Paint on the soffit/lintels is lead based this proposal is not valid

I accept This Proposal and authorize McGill Restoration to perform the work.

Name _____

Title _____

Date _____



INTERNATIONAL
CONCRETE REPAIR
INSTITUTE



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16n.
4/15/2025

COUNCIL MEETING DATE: April 15, 2025		SUBMITTED BY: Epiphany Ramos, Wastewater and Solid Waste Superintendent	
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:

Agreement for Processing of Yard Waste.

SYNOPSIS/BACKGROUND:

The City has worked to stabilize and control solid waste costs, as per best public policy, while ensuring program sustainability for residents. Continuing this Agreement helps Bellevue control costs and lower our carbon footprint by utilizing the OmaGro facility to process yard waste. Additionally, the Agreement provides, at no extra cost, necessary data to the department that will aide in shaping the solid waste program.

FISCAL IMPACT:: \$22.21 Per Ton BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Agreement between the City of Bellevue and the City of Omaha for Disposal of Yard Waste

CONTRACT EFFECTIVE DATE: April 15, 2025 CONTRACT TERM: 5 Year Initial Term CONTRACT END DATE: December 31, 2030

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NAME: _____

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

ACCOUNTING DISTRUBUTION CODE: 17 ACCOUNT NUMBER: 6233

RECOMMENDATION:

Approve and Authorize the Mayor to sign the Agreement between the City of Bellevue and the City of Omaha for the Processing of Yard Waste.

ATTACHMENTS:

1. Agreement for YW Processing	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Doniel Miller
[Signature]
[Signature]

**Agreement between City of Bellevue and City of Omaha
for Disposal of Yard Waste**

This Agreement is made and entered into this _____ day of _____, 2025 (the "Effective Date") by and between the City of Bellevue, Nebraska ("Bellevue"), and the City of Omaha, a Municipal Corporation ("Contractor").

WHEREAS, on September 25, 2017, Bellevue executed its current agreement for Collection, Transfer, and Delivery of Residential Solid Waste, Recyclables, and Yard Waste, as a response to the preceding RFP which included in the Scope of Services an outline for a potential partnership with the approved contracted hauler on a Bellevue based and owned recycling and/or composting facility of which the bidding contractors could form a pricing structure to submit with their Proposals; and,

WHEREAS, Bellevue is consistently looking for opportunities to stabilize and control solid waste costs, as per best public policy, while ensuring the emphasis for program management is on program sustainability; and,

WHEREAS, Contractor is willing to assist Bellevue by receiving and processing Bellevue's yard waste by extending this pilot period, sharing key data including tonnages, costs associated, and standard operating procedures, in exchange for the tipping fees that Contractor charges other local municipalities; and,

WHEREAS, Bellevue and Contractor have agreed to the terms of this Agreement for the specified time period until Bellevue has completed this pilot program intended to aid in the development and design of a new yard waste processing plan for Bellevue.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. **TERM.** This Agreement shall commence April 1, 2025 and run through December 31, 2030 (the "Initial Term"). This Agreement may be extended for two additional periods of one year upon written consent by both Bellevue and the Contractor prior to the end of the term outlined above (the "Renewal Terms" and together with the Initial Term, the "Term"). Should the Agreement be extended for a Renewal Term, the rate starting at the date of the renewal term shall be adjusted to a rate that is amenable to both parties.

2. **COMPENSATION.** The tipping fee per ton will be \$22.21. The tipping fee shall adjust annually by the Consumer Price Index as shown on that attached **Exhibit A**.
3. **PERFORMANCE.**
 - a. Contractor shall receive yard waste on the following days and times during yard waste season: Monday through Friday 6:00 a.m. — 6:00 p.m.
 - b. Bellevue's yard waste collection season is April 1 through November 30.
 - c. Bellevue's solid waste collection contract provides the following holidays, during the yard waste collection season: Memorial Day; Independence Day; Labor Day and Thanksgiving Day. During any week that a holiday is observed on a normal collection day, the Contractor shall receive yard waste during the subsequent Saturday at the above-mentioned times.
 - d. Contractor shall be responsible for the processing of all yard waste delivered to the Contractor's Site, the majority of which, shall be ground/chipped and sold as a compost product. The compost processing shall be done in accordance with Federal, State and Local regulations.
 - e. Contractor shall be responsible for all tree debris, leaves, garden waste and miscellaneous contaminants that might be found within the loads delivered by Bellevue's solid waste collection contractor. These materials shall be chipped/ground, composted; land applied, and/or utilized in some other agricultural application. All contaminants shall be properly disposed.
 - f. Contractor shall be responsible for all labor, equipment, and fuel to properly process Bellevue's yard waste.
 - g. Contractor shall be responsible for the certified scaling of all yard waste vehicles disposing of yard waste at the Contractor's Site.
 - h. Contractor shall submit a monthly bill, inclusive of scale tickets or other supporting documentation, to the City of Bellevue attention Public Works Director at 1510 Wall Street, Bellevue, NE 68005. Bellevue shall pay the Contractor on a monthly basis, based on tonnage delivered to the Contractor's Site.
4. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be sent by either certified mail, return receipt requested, postage prepaid or via 2-day

delivery by a reputable overnight courier service. Notices shall be delivered to the address specified below. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party. The addresses for notices under this Agreement shall be:

CITY OF BELLEVUE, NEBRASKA

1510 Wall Street
Bellevue, NE 68005
Attn: Director, Public Works

With copies to:
Epiphany Ramos
Attn: Solid Waste Mgmt. Superintendent

City Attorney
1500 Wall Street
Bellevue, NE 68005

CONTRACTOR:

CITY OF OMAHA, NEBRASKA
1819 Farnam Street, 6th Floor
Omaha, NE 68183
Attn: Public Works Director

With a copy to:
CITY OF OMAHA Solid Waste
5600 So. 10th Street
Omaha, NE 68107

5. **NONDISCRIMINATION.** In accordance with the Nebraska Fair Employment Practice Act, Neb Rev Stat 48-1122, the Parties hereto agree that neither they nor any of their contractors or agents shall discriminate against any employee, or applicant for employment to be employed or others in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or use and enjoyment of the facilities because of the race, color, religion, sex, disability, political affiliation or national origin of the employee or applicant or user.

- 6. **DRUG FREE POLICY.** All parties that all Contractors will establish and maintain a drug free workplace policy.
- 7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations.

IN WITNESS WHEREOF, this Agreement is entered into by the parties pursuant to resolutions duly adopted by their respective governing boards.

EXECUTED BY BELLEVUE this ____ day of _____, 20_____.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

MAYOR

APPROVED AS TO FORM:

City Attorney

EXECUTED BY CONTRACTOR this ____ day of _____, 20_____.

ATTEST:

CITY OF OMAHA:

City Clerk

MAYOR

APPROVED AS TO FORM:

City Attorney

CPI Increase Example worksheet
 OmaGro
 Yard Waste Disposal Contract

Consumer Price Index — Urban Wage Earners and Clerical Workers — Midwest — Size
 Class B/C – Series ID – CWURN200SAO
 Dec. 2023 – 182.424

CPI Year End of Immediate Past Contract Year — CPI Year End 2023 = Difference

CPI Difference multiplied by .75 = Adjusted Difference

CPI 2023 + Adjusted Difference = Adjusted CPI

Adjusted CPI/CPI Year End 2023 = (X) Escalator

(X) x (Original Unit Price) = New Unit price for Entire Current Contract Year

Worksheet				
2024		CPI 2023		CPI Difference
187.609	-	182.424	—	5.185
CPI Difference		Multiplier		Adjusted Difference
5.185	x	0.75	—	3.889
CPI 2023		Adjusted Difference		Adjusted CPI
182.424	+	3.889	—	186.313
Adjusted CPI		CPI 2023		Escalator
186.313	/	182.424	—	1.021
Original Unit Price		Escalator		New Rate
\$22.21	x	1.021		=\$22.68

Data for adjustment extracted from <https://www.bls.gov/data/>