

## Bellevue City Council Meeting

Tuesday, June 3, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Approval of the May 20, 2025 City Council Minutes.
    2. (\*) Acknowledge receipt of the May 22, 2025 Planning Commission Minutes.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4185: Request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development. Applicant: John Howell. General Location: 36th Street and Cornhusker Road. (Planning Director)
    1. Request to small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II.
    2. Waiver of Section 6-7(7), Subdivision Regulations, regarding excessive depth in relation to width.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 15, 2025 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 16, 2025, on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 event license fee. (City Clerk)
15. RESOLUTIONS:
  - a. Resolution No. 2025-09: Approve and authorize the Mayor to sign the resolution approving the Sarpy County and Cities Wastewater Agency Proposed FY 2025-2026 Budget. (Public Works Director)
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign the MOU with Sarpy County Force Investigation Team. (Captain Melvin)
  - b. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in an amount not to exceed \$222,220.00 for professional engineering services for the 2025 Concrete Projects - Package 2. (Public Works Director)
  - c. Approve and authorize the purchase of a pad foot roller for maintenance, from Logan Contractor's Supply, for the Street Department in an amount not to exceed \$13,741.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the agreement with HDR and the City of Bellevue in an amount not to exceed \$179,800.00 to provide professional services for design for the Landings Lift Station. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch in an amount of \$57,620.00 for professional consulting services for construction administration for 2025 CDBG Sidewalk Improvements. (Public Works Director)

f. Approve and authorize the Mayor to execute the Notice of Award and approve the Agreement with Valley Corp., in an amount not to exceed \$6,742,482.97 to be executed upon the receipt of the Insurances and Bonds by Public Works for Mission Avenue Improvements. (Public Works Director)

g. Approve and authorize the Mayor to execute the Notice of Award and approve the agreement with NL&L in an amount not to exceed \$231,198.65 to be executed upon the receipt of the Insurances and Bonds by Public Works for CDBG Sidewalk Improvements. (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

\*5b1.  
6/3/2025

Bellevue City Council Meeting, May 20, 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 May 20, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent none.

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

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Troop 231, B & G, Thanksgiving Lutheran Church led the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas 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 May 6, 2025 City Council Minutes; and Approve (2) clerical errors on Resolution No. 2025-07: Updating the Master Fee Schedule, approved May 6, 2025. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **APPROVAL OF CLAIMS:**

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

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

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

**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)

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 10 FT & Lots 7-12 Block 1 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 was read for the third and final time.

**Motion** was made by Casey, seconded by Burns, to approve 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 10 FT & Lots 7-12 Block 1 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. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

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

**Ordinance No. 4185: Request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development. Applicant: John Howell. General**

# MINUTE RECORD

Bellevue City Council Meeting, May 20, 2025, Page 2

## Location: 36th Street and Cornhusker Road. (Planning Director)

Ordinance No. 4185: 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 36th Street and Cornhusker Road, 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. Charles Tietsort, 9920 South 36<sup>th</sup> Street, Auto Body Authority, expresses concerns with the traffic that will be generated and what interruption it will cause on his business.

Mrs. Angela Curry, Assistant Planning Manager, mentioned they have been working with the developer for the last couple of years on traffic. Before a building permit is issued, that will be addressed. She mentioned the traffic should not impact Auto Body Authority.

Mr. Dave Goedecken, Public Works Director, mentioned in the future there is a project for improvements of 36th Street. This development was looked at by himself and the Public Works Engineers.

Mayor Hike clarified when the developer brings the project forward, the ingress and egress will be discussed. At this time a development is not being approved. Mrs. Curry confirmed this is only for the rezoning and small subdivision plat.

Mr. Tietsort commented he and the other business in the area would like to be updated on the plans.

Ms. Tara Limbach, 5725 Foxridge Drive, Mission, Kansas, spoke on behalf of QuikTrip Corporation as the Project Manager. She mentioned the project has been going on for two to three years. She explained in the year she has been the Project Manager; a full traffic study has been done. They are aware they would be restricted to the right in/right out from both Cornhusker and 36<sup>th</sup> Street. They have been working with the neighboring property owners to find the best solution for everyone.

Councilman Casey questioned if there is a rough timeline when things may progress. Ms. Limbach replied she does not. The progression is slower than what was anticipated. The main focus has been getting through the traffic piece and how to tie in and get access.

Councilman Preister mentioned he appreciates the developer communicating with the neighbors.

Ms. Limbach clarified with the development tying in off of Cornhusker, there won't be shared access with Trees Shrubs and More. The development will have its own right in/right out and there will be no connectivity on the west. She mentioned the future plans of 36<sup>th</sup> Street have been incorporated into the plans of the development. She mentioned there will not be diesel offering for larger trucks at this location.

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 June 3, 2025.

## Request to small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II.

No one in the audience came forth to speak in support of or in opposition to the small subdivision plat. This item will be voted on June 3, 2025

## Waiver of Section 6-7(7), Subdivision Regulations, regarding excessive depth in relation to width.

No one in the audience came forth to speak in support of or in opposition to the waiver request. This item will be voted on June 3, 2025.

## ORDINANCES FOR INTRODUCTION (1st reading): NONE

## PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd and Grenoble Dr. (Planning Director)

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

Mr. Chad Clatterbuck, 4256 Lynnwood Drive, was present to seek approval of the proposed apartment development.

Councilwoman Welch questioned how many units the complex will have.

Mr. Clatterbuck advised there would be ninety units. There will be (10) 3-bedroom units, (55) 2-bedroom units, and (25) 1-bedroom units.

# MINUTE RECORD

Bellevue City Council Meeting, May 20, 2025, Page 3

Councilwoman Welch questioned what the ballpark rent will be on the apartments.

Mr. Clatterbuck estimated the 3-bedroom will range \$1300-\$1400 a month, the 2-bedroom a hundred less, and 1-bedroom \$1,000 to \$1,100 for approximate market rents.

Councilman Casey questioned how many levels the buildings will be.

Mr. Clatterbuck explained the will be three stories, with stair steps down the slopes. One side will be two-story and the other side three-story.

Councilman Casey questioned what the height of the building closest to Grenoble Drive will be.

Mr. Clatterbuck advised the uphill side/south end of the property, will be two stories high. The units facing to the north will be three stories. The three-story side will be on the downhill side.

Councilman Casey mentioned he doesn't see any landscaping between the southernmost apartments and the houses on Grenoble.

Mr. Clatterbuck advised there is a landscape buffer there.

Mrs. Angela Curry, Assistant Planning Manager, stated there is landscaping there and what they provided is sufficient and meets the minimal requirements.

Mr. Fatino Ramirez, 2733 South 13<sup>th</sup> Street, Omaha, Civil Engineer on the project, explained if you were to look at a grading plan for this building, you would see a slope from the south towards the north. There is a ten-foot retaining wall with an additional ten feet of grade slope. When standing in the backyards of the residential homes you would be able to see maybe half of the top floor and the roof of the apartment unit. It is lower than the existing homes to the south. There will also be a buffer of landscaping of trees and shrubs.

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by Collins, to approve the request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd and Grenoble Dr. 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 amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries. Applicant: City of Bellevue.** (Planning Director)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Preister, seconded by Casey, to approve the request to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries. Applicant: City of Bellevue. 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.

## **RESOLUTIONS:**

**Resolution No. 2025-08: A resolution authorizing the Mayor to sign the Construction Engineering Supplemental Agreement #3 with Olsson for the 36th Street - N-370 to Sheridan Road Project, in an amount not to exceed a total of \$24,750.00 (City Share 20% - \$4,950.00) and authorize the Mayor to sign.** (Public Works Director)

**Motion** was made by Welch, seconded by Collins, to approve Resolution No. 2025-08: A resolution authorizing the Mayor to sign the Construction Engineering Supplemental Agreement #3 with Olsson for the 36th Street - N-370 to Sheridan Road Project, in an amount not to exceed a total of \$24,750.00 (City Share 20% - \$4,950.00) and authorize the Mayor to sign. 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.

## **CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Maintenance Agreement No. 5 and the Certificate of Compliance with the Nebraska Department of Transportation (NDOT) for a reimbursement from NDOT of \$20,787.20.** (Public Works Director)

**Motion** was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Maintenance Agreement No. 5 and the Certificate of Compliance with the Nebraska Department of

# MINUTE RECORD

Bellevue City Council Meeting, May 20, 2025, Page 4

Transportation (NDOT) for a reimbursement from NDOT of \$20,787.20. 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.

**Approve and authorize the Mayor to sign the agreement with ESO for Fire and EMS Records Management, in an amount not to exceed \$40,859.30/year.** (Fire Chief)

**Motion** was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the agreement with ESO for Fire and EMS Records Management, in an amount not to exceed \$40,859.30/year. 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.

**Approve and authorize the Mayor to sign the Guaranteed Maximum Price Amendment with MCL Construction for mass grading of the Bellevue Bay Indoor Water Park and Phase One Site.** (Economic and Community Development Director)

**Motion** was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Guaranteed Maximum Price Amendment with MCL Construction for mass grading of the Bellevue Bay Indoor Water Park and Phase One Site. 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.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports**  
(May report will be attached to June 3<sup>rd</sup> Council Packet)

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 6:31 p.m.

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

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 20, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Susan Kluthe, City Clerk

# MINUTE RECORD

Bellevue Planning Commission Meeting, May 22, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, May 22, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Sims, Hankins, Yoder, Ackley, and Perrin. Absent were Commissioners Aerni, Bennett, Lasenburg, and Taylor-Jones. Also present were Tammi Palm, Planning Director and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Perrin, seconded by Yoder, to approve the minutes of the April 24, 2025, regular meeting as presented. Upon roll call, Sims, Hankins, Yoder, and Perrin voted yes, Ackley abstained. Motion carried.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 through 4, Campagna Estates, being a replat of Lots 1 through 4, Campagna's 2nd Addition, from RE and RS-72 to RE and RS-72 for the purpose of lot line adjustments; Small Subdivision Plat Lots 1 through 4, Campagna Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: Dorothy Campagna. General location: 12114 S 36th St. Case #'s: Z-2503-03, S-2503-05.

Hankins asked staff for updates. Palm stated the applicant is requesting this item be continued indefinitely to work through some issues with the platting. She said staff supports the request. Palm stated when it is placed back on the agenda it will be re-advertised and notification letters will be sent to the adjacent property owners.

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, APPROVAL OF a request for indefinite continuance to rezone Lots 1 through 4, Campagna Estates, being a replat of Lots 1 through 4, Campagna's 2nd Addition, from RE and RS-72 to RE and RS-72 for the purpose of lot line adjustments; Small Subdivision Plat Lots 1 through 4, Campagna Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: Dorothy Campagna. General location: 12114 S 36th St. Case #'s: Z-2503-03, S-2503-05. Upon roll call, all present voted yes. MOTION carried unanimously.

PUBLIC HEARING was held on a request to approve the Master Plan for the Bellevue Entertainment District area. Applicant: City of Bellevue. Case #: 186.

Hankins asked staff for updates. Palm advised there were no updates, but as the applicant, gave a summary of the request. Palm stated the city has been working on a Master Plan and has contracted with Olsson Engineering for the planning and engineering on the project. She said the waterpark will be constructed on the east side of Hwy 75 and Hidden Valley drive which is the new Platteview Road corridor to the south. Palm stated the major concept of the plan is it would be high-density with mixed-use development. She said the east side would be entertainment uses and options with hotels and the waterpark. Palm stated as you move west there will be mixed-use development with the possibility of first floor commercial and upper-level multi-family residential. She said the far west side of the development would be high density residential. Palm stated the key element would be connectivity and walkable throughout the development. She said there will be trails, sidewalks, and lots of pedestrian movement from one area to the next which is a stay and play concept. Palm stated there is also a fair number of green spaces to give people gathering spaces outdoors and businesses an opportunity for outdoor spaces. She said with the platting, the area was rezoned to MU (Mixed-Use) and with that zoning, any development will have to be approved through a Mixed-Use Agreement which will give the

# MINUTE RECORD

Bellevue Planning Commission Meeting, May 22, 2025, Page 2

City Council control over what types of uses will be developed in the entertainment district area.

John Iske, 15402 S 5<sup>th</sup> Street, Bellevue, NE, stated he owns property neighboring the development across Hwy 75. He questioned if studies have been done on water retention and traffic. Iske stated if there is a four-inch rain, it floods the area and there have been numerous accidents on Hwy 34. Palm stated the city has contracted with Olsson Engineering to do engineering on phase one of the development. She said phase one is bounded by 10th Street and is where the water park will be constructed. Palm said the city does have a plan in place as development gets underway for water detention and where it will be held in phase one, but as development is approved in the other areas of development there will be water retention plans in place. Palm stated the city has contracted with FHU (Felsburg, Holt & Ullevig) Engineering for a traffic study from 10<sup>th</sup> street to 5<sup>th</sup> Street. She said there will be necessary requirements for the area such as traffic lights, and additional turn lanes. Palm said ongoing conversations have been had with Sarpy County and NDOT (Nebraska Department of Transportation). Iske said the State Patrol has been in the area trying to prevent travelers from making U-turns at Hidden Valley Road and creating problems. Palm stated there will be a number of major improvements required along that corridor. Discussion ensued regarding the drainage in the area.

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

Hankins questioned how the public can be updated about the progress of this development and studies that have been done. Palm stated the public can do a records request through the City Attorney's Office.

Yoder stated each development will have a retention plan but is the overall plan for those water features to capture some of the water. Palm stated the water features are dual purpose and positioned specifically in the area to act as additional detention. Discussion ensued regarding the location of Mr. Iske's property.

Ackley questioned with the traffic study can we expect a traffic signal at both exits of north and south Hwy 75 and also on tenth street. Palm stated that is correct in addition to turn lanes. Ackley stated Mr. Iske would probably not see any relief from the water issue because ultimately, his property is at the peak of the hill which will continue to get water from Highways 75 and 34.

Sims questioned if water from the park would be recycled or re-used. Palm stated there are very specific requirements for the pool and the park will not use storm water or detention water, but it will recycle water in-house.

MOTION was made by Ackley, seconded by Sims, to recommend APPROVAL of a request to approve the Master Plan for the Bellevue Entertainment District area. Applicant: City of Bellevue. Case#: 186. APPROVAL of the Entertainment District Master Plan as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on June 17, 2025.**

Meeting adjourned at 6:26 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

6.  
6/3/2025

## CLAIMS FOR 2025/06/03 COUNCIL MEETING

PAGE 1

### CITY ADMINISTRATOR

METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	26.74
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	343.20
		<u>\$ 369.94</u>

### LEGAL

METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	4.72
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	60.56
		<u>\$ 65.28</u>

### CABLE ADVISORY

METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	23.59
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	302.82
		<u>\$ 326.41</u>

### CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2025/03/26-04/25 COPIER EXPENSE	125.80
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	40.88
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	524.91
		<u>\$ 691.59</u>

### FINANCE/RISK MANAGEMENT

BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	602.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	34.60
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	444.14
PRIMA	2025/08/01-2026/07/31 MEMBERSHIP-HOUGHTALING	425.00
		<u>\$ 1,505.74</u>

### LIBRARY

COX BUSINESS SERVICES	2025/05/09-06/08 MONTHLY SERVICE	410.00
CAPITAL BUSINESS SYSTEMS, INC	2024/12/02-2025/03/01 COPIER EXPENSE	233.79
CAPITAL BUSINESS SYSTEMS, INC	2025/04/10-05/09 COPIER EXPENSE	526.09
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
INGRAM LIBRARY SERVICES LLC	BOOKS	1,285.73
SECURITY EQUIPMENT INC	BATTERY FOR SECURITY SYSTEM	36.50
		<u>\$ 2,585.59</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

CAPITAL CITY CONCEPTS, LLC	2025/04/30M BELLEVUE COMPARABILITY	45,000.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	55.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	26.74
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	343.20
UKG INC	2025/04/30M USAGE OVERAGE FEE	589.08
		<u>\$ 46,014.02</u>

### CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	2025/04/10-05/09 COPIER EXPENSE	152.85
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, PATCHES	1,044.98
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	8.55
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	131.85
TIM ROSE TREE SERVICE	REMOVE DEAD MAPLE TREE LIMBS-504 W 33RD AVE	999.00
		<u>\$ 2,337.23</u>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION	6,151.90
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS THRU 2025/05/02	2,410.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	14.36
NEBRASKA IOWA SUPPLY COMPANY, INC	FUEL FOR CITY TANKS	13,366.16
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	221.41
		<u>\$ 22,163.83</u>

# MINUTE RECORD

## CLAIMS FOR 2025/06/03 COUNCIL MEETING

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### PARKS

COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	107.39
METROPOLITAN UTILITIES DIST	2025/04/08-05/06 MONTHLY SERVICE	93.94
METROPOLITAN UTILITIES DIST	2025/04/09-05/07 MONTHLY SERVICE	110.44
METROPOLITAN UTILITIES DIST	2025/04/12-05/09 MONTHLY SERVICE	236.07
A-RELIEF SERVICES	2025/04/19-05/16 PORTABLE RESTROOMS- CHURCH	199.00
A-RELIEF SERVICES	2025/04/22-05/19 PORTABLE RESTROOMS-AHP	327.00
CROW LAWN CARE LLC	2025/04/29 MOWING	1,357.20
GRAINGER	PUMP VALVE FOR BACKFLOW PREVENTOR- HAWORTH	4,199.81
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,024.21
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	299.00
REGAL PLASTIC SUPPLY CO	CLEAR ACRYLIC LIGHTS-COLLEGE HTS	1,090.00
SITEONE LANDSCAPE SUPPLY	PVC PIPE, BUSHINGS, ELBOWS-AHP WATERLINE	861.32
		<u>\$ 9,905.38</u>

### RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	300.00
AQUA-CHEM	CHEMICALS FOR POOLS	2,281.80
CAPITAL BUSINESS SYSTEMS, INC	2025/04/11-05/10 COPIER EXPENSE	77.77
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	83.39
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	438.89
METROPOLITAN UTILITIES DIST	2025/04/08-05/06 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	654.29
METROPOLITAN UTILITIES DIST	2025/04/09-05/07 MONTHLY SERVICE	352.55
METROPOLITAN UTILITIES DIST	2025/04/17-05/13 MONTHLY SERVICE	743.98
METROPOLITAN UTILITIES DIST	2025/05/02-07 MONTHLY SERVICE	30.96
MICAYLA ANSTINE	REFUND T-BALL DEPOSIT	40.00
MIDWEST IMPRESSIONS	YOUTH T-SHIRTS W/LOGO, TODDLER TEES	1,436.00
OMAHA COMPOUND CO	DISINFECTANT CLEANER	288.32
PEAK PERFORMANCE	TRACK CLUB SHIRTS	746.44
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	92.00
		<u>\$ 7,578.07</u>

### FACILITY MAINTENANCE

ADVANCED CARPET & AIR DUCT	CARPET CLEANING-BPD	600.00
BIG RED LOCKSMITHS	INSTALL NEW LOCKS-BANNER PARK BUILDING	1,315.00
BIL-DEN GLASS	SUPPLIED/INSTALLED 2 INSULATED GLAZING UNITS-1510 WALL ST	2,089.00
CERRIS SYSTEMS NORTH CENTRAL, INC	SPRING PREVENTATIVE MAINT INSPECTION- 1500 WALL ST	1,363.75
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE FLUID COOLER DRAIN ACTUATOR- PLANNING	635.00
CODY PEST MANAGEMENT	PEST CONTROL-REED CTR, SENIOR CTR	201.00
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	107.39
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	665.23
HEARTLAND PNEUMATIC	OIL, FILTERS-POOLS	666.00
HELM SERVICE	PULLEY COMING OFF BLOWER-TRAINING SITE	634.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	143.81
METROPOLITAN UTILITIES DIST	2025/04/08-05/06 MONTHLY SERVICE	186.97
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	134.69
ROCHESTER MIDLAND CORPORATION	2025/05/31M WATER ENERGY TEAM FIXED BILLING	370.00
S & W FENCE COMPANY	ADJUST AND SECURE LOOSE GATE HINGE-BPD	750.00
STEVE'S FLOOR COVERINGS	CARPET-DIST 3	2,000.00
		<u>\$ 11,861.84</u>

### CEMETERY

A-RELIEF SERVICES	2025/04/19-05/16 PORTABLE RESTROOMS	199.00
CAPITAL BUSINESS SYSTEMS, INC	2025/05/06-06/05 COPIER EXPENSE	15.45
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	161.03
PULVERENTE MONUMENT COMPANY,	MAUS DOOR	75.00
		<u>\$ 533.87</u>

# MINUTE RECORD

## CLAIMS FOR 2025/06/03 COUNCIL MEETING

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### STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2025/04/07-05/04	36,710.25
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2025/04/07-05/04	4,721.43
ALFRED BENESCH & COMPANY	BPW-240103 OVERLAYS PROJECTS-FINAL	525.00
CAPITAL BUSINESS SYSTEMS, INC	2025/04/12-05/11 COPIER EXPENSE	65.83
CONCRETE SUPPLY, INC	CONCRETE	2,827.50
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	274.17
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV 2025/03/30-05/03	2,771.20
IA/NE CONCRETE PRODUCTS	CONCRETE	6,737.50
INDEPENDENT SALT CO	SALT/ICE CONTROL	3,244.13
MARTIN ASPHALT	BULK ASPHALT TACK	628.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/06 MONTHLY SERVICE	168.42
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	235.56
METROPOLITAN UTILITIES DIST	2025/04/09-05/07 MONTHLY SERVICE	282.46
METROPOLITAN UTILITIES DIST	2025/04/12-05/09 MONTHLY SERVICE	57.58
MGX EQUIPMENT SERVICES, LLC	2024 AERIAL LIFT TRUCK W/BUCKET S/N 1224CM020865	205,340.00
MICHAEL TODD INDUSTRIAL SUPPLY	CONVOLUTED POLY SECTION, SPACERS	1,035.00
MID-AMERICAN SIGNAL	RADAR SPEED SIGN, SOLAR PANEL BATTERY	4,670.00
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHT -HWY 370 & HARLAN	4,621.92
OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	158.04
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	34.77
OMNI ENGINEERING	ASPHALT	1,733.28
READY MIXED CONCRETE COMPANY	CONCRETE	17,170.96
		<b>\$ 294,013.00</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION RED/BLUE, FLASHER	564.25
AA WHEEL & TRUCK SUPPLY, INC	RECEIVER TUBE, PINTLE HOOK, HITCH	210.91
ARNOLD MOTOR SUPPLY	LEAF SPRING BUMPER, STEERING TIE ROD, DRAG LINK, STABILIZER, BRAKE PADS, CLAMPS, BALL JOINTS, BEARINGS, FUSES, BRAKE SHOES	1,991.34
AUTOMOTIVE WAREHOUSE DIST, INC	BUSSMAN PARTS, BRAKE PADS, BLACKJACK, VALVE CORES, BRAKE FLUID, DAYCO PARTS, RAYBESTOS PARTS, FORNEY PARTS, PICO PARTS	1,057.15
BAUER BUILT TIRE & SERVICE	TRANSFORCE TIRES, ALIGNMENT, VALVE STEMS	732.44
CAS OF NEW ENGLAND, INC	2025-2026 CAS SUPPORT PACKAGE RENEWAL	6,733.00
CORNHUSKER INTERNATIONAL TRUCKS	COVER ASSY, BRAKE RELAY, SHOCK ABSORBERS, POWER STEERING, HYD HOSES	800.32
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	BELLOWS, RCN VALVE & COOLER, TURBOCHARGER-TRUCK31	1,867.34
DANKO EMERGENCY EQUIPMENT	SUB HANDLE & COUPLER ASSY	386.52
DULTMEIER SALES LLC	TUBE CONNECTORS, PUMP REPAIR KIT	140.00
ED M FELD EQUIPMENT CO	CREDIT FOR 0324493 FROM 3/15/22-REBILLED AS 0414633-PD BOTH	(1,458.19)
GRAINGER	CLEAR TUBING	178.26
HELM, LLC	2025/04/26-2026/04/25 FORD PUBLICATION	3,350.00
HOSE & HANDLING, INC	SUCTION HOSE	29.25
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS & SERVICE	1,384.52
ISNARDO SALGADO	REIMB FOR ASE MECHANIC CERTIFICATION	152.00
KEN MEYER DISTRIBUTING, INC	FLARING TOOL, HOSE CLAMPS, GLOVES, SINGLE EDGE RAZORS	614.56
KIMBALL MIDWEST	LOOM & GREASE	341.78
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	129.08
NAPA AUTO PARTS	OUTLETS, BRAKE CYLINDER, FILTERS, CALIPER, BATTERY CABLE	845.87
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NUTS, WASHERS, HEAT SHRINK, DRILL BITS, CAP SCREWS, CONNECTORS	257.84
NORTH CENTRAL AMBULANCE SALES	DOUBLE SERIES RUBBER-HR5B	514.52
TERMINAL SUPPLY CO	DEUTSCH SOLID SOCKET & PIN TERMINALS	236.98
TITAN MACHINERY	CASE KIT-PA554	46.95
UPS STORE	SHIPPING-PO612	24.57
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	195.28
		<b>\$ 21,433.93</b>

# MINUTE RECORD

## CLAIMS FOR 2025/06/03 COUNCIL MEETING

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### SOLID WASTE

PAPILLION SANITATION	2025/04/15-04/22 GLASS RECYCLING	446.56
PAPILLION SANITATION	2025/04/30M TRASH HAULING FEE	360,801.57
		<u>\$ 361,248.13</u>

### PLANNING

METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	12.99
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	200.27
PAPIO MISSOURI RIVER NRD	SE SARPY WATERSHEDS PARTNERSHIP DUES	25,000.00
SUBURBAN NEWSPAPERS	LEGAL AD	41.82
		<u>\$ 25,255.08</u>

### PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	17.36
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	267.58
		<u>\$ 284.94</u>

### POLICE

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	1,206.94
AT&T MOBILITY-CC	2025/04/05-05/04 MONTHLY SERVICE	1,371.30
COX BUSINESS SERVICES	2025/05/02-06/01 MONTHLY SERVICE	285.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	307.65
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	4,741.98
VERIZON WIRELESS	2025/04/24-05/23 MONTHLY SERVICE	660.66
AIRSHIP AI, INC	2025/02/26-2026/02/25 POLE CAMERA RENEWAL LICENSE	7,200.00
AUTO BODY AUTHORITY	BODY REPAIR-UNIT 801	133.00
BIG RED LOCKSMITHS	DUPLICATE KEYS	32.50
CIOX - HEALTH	SUBEPONA FOR MEDICAL RECORDS	20.00
CITY OF OMAHA	2025/03/31Q BILLING FOR FORENSIC SERVICES	5,600.00
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	558.97
CULLIGAN OF OMAHA	BOTTLED WATER	508.55
FEDERAL EXPRESS CORPORATION	LATE FEE	2.04
GOVDIRECT, INC	PANASONIC TOUGHBOOKS, SUPPORT	6,880.30
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VEST	2,274.99
HYUNDAI MOTOR FINANCE	2025/05/31M LEASE PAYMENT	720.01
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.40
LENS EQUIPMENT	2025/07/01-2026/06/30 UNLIMITED GPS TRACKERS SERVICE	499.00
MATCO, LLC	2025/06/30M RENT FOR K9 BUILDING	1,300.00
MOTOROLA SOLUTIONS, INC	2025/02/10-2026/02/09 CREDIT FOR BODY WORN CAMERA LICENSE	(243.75)
MOTOROLA SOLUTIONS, INC	2025/06/03-09/19 BODY WORN CAMERA LICENSE	288.31
MOTOROLA SOLUTIONS, INC	2025/06/06-2026/06/05 BODY WORN/IN-CAR CAMERA LICENSES	2,925.00
SMITH DAVIS INSURANCE INC	NOTARY BOND-ALBRECHT	40.00
SMITH DAVIS INSURANCE INC	NOTARY BOND-BOYLE	40.00
SYMBOL ARTS	SHOULDER PATCHES SET UP FEE	250.00
TRISTAR	2025/04/30M WORKERS COMP RE-OPEN	785.00
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,869.00
		<u>\$ 40,419.85</u>

### FIRE & RFESCUE

AIRGAS USA, LLC	2025/04/30M CYLINDER RENTAL, OXYGEN	424.50
AUSTIN CROUSHORN	REIMB PARAMEDIC TESTING SUBSCRIPTION	199.00
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES, MEDICAL SUPPLIES	4,144.06
COX BUSINESS SERVICES	2025/05/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/05/01-05/31 MONTHLY SERVICE	115.00
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS	73.50
DXP ENTERPRISES, INC	TOXIRAE PRO WITH CHLORINE SENSOR	736.00
ED M FELD EQUIPMENT CO	MARSARS RECOVERY NET & FREIGHT, BATTERIES, CHARGER	2,089.60
ENGINEERED CONTROLS	CONTROL AND COMPONENTS FOR FURNACE-TRAINING SITE	2,850.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-R SHUKIS	748.48

# MINUTE RECORD

## CLAIMS FOR 2025/06/03 COUNCIL MEETING

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**FIRE & RFESCUE (cont'd)**

HOLSTEN DRYWALLERS, INC	DRYWALL REPAIR-TRAINING SITE	650.00
MACQUEEN EQUIPMENT, LLC	REPAIR HYD RAM, HELMETS, GLOVES	1,994.50
MARCO TECHNOLOGIES, LLC	2025/05/02-06/01 COPIER EXPENSE	87.26
MEDICA	REFUND FOR SERVICES	273.02
MES SERVICE COMPANY	UNIVERSAL SWIFT WATER RESCUER VEST	740.51
METROPOLITAN UTILITIES DIST	2025/04/08-05/06 MONTHLY SERVICE	747.94
METROPOLITAN UTILITIES DIST	2025/04/08-05/07 MONTHLY SERVICE	49.33
METROPOLITAN UTILITIES DIST	2025/04/09-05/07 MONTHLY SERVICE	1,706.77
METROPOLITAN UTILITIES DIST	2025/04/11-05/09 MONTHLY SERVICE	179.35
METROPOLITAN UTILITIES DIST	2025/04/11-05/12 MONTHLY SERVICE	117.20
SALSBUURY INDUSTRIES, INC	LOCKERS FOR STATION 3 & FREIGHT	3,745.13
STERICYCLE, INC	2025/04/30M ON-SITE SHREDDING	252.00
STRYKER SALES CORPORATION	LUCAS CASE	545.43
ZOLL DATA SYSTEMS INC	2025/06/15-09/14Q FIRE RMS MAINTENANCE	3,000.94
		<b>\$ 25,684.30</b>

**NON-DEPARTMENTAL/CONTRACTS**

AMERICAN NATIONAL BANK	2025/04/30M ACCT 1000 ANALYSIS CHG	563.05
CENTURY LINK	2025/04/04-05/03 MONTHLY SERVICE	377.88
NE-DEPARTMENT OF REVENUE	2025/04/30M SALES AND USE TAX	168.94
PM AM CORPORATION	2025/04/30M - ALARM FEES	1,180.00
REGIONAL METROPOLITAN TRANSIT	2025/02/28M MAT SERVICE 1812 MILES	6,375.00
REGIONAL METROPOLITAN TRANSIT	2025/03/31M MAT SERVICE 1812 MILES	6,302.00
		<b>\$ 14,966.87</b>

**INFORMATION TECHNOLOGY**

BLUE VALLEY PUBLIC SAFETY	SIREN REPAIR	370.00
		<b>\$ 370.00</b>

**BELLEVUE BAY INDOOR WATERPARK**

MCL CONSTRUCTION	BWP GMC 24-139 010-BWP-GENERAL REQUIREMENT	7,516.89
MCL CONSTRUCTION	BWP GMC 24-139 210-BWP-EARTHWORK	1,972.13
MCL CONSTRUCTION	BWP GMC 24-139 240-BWP-PRECON FEE	3,586.35
MCL CONSTRUCTION	BWP GMC 24-139 280-BWP-2% MCL FEE	209.85
		<b>\$ 13,285.22</b>

**WASTEWATER**

AIRGAS USA, LLC	02 SENSOR REPLACEMENT FOR GAS ALERT	342.95
AMERICAN NATIONAL BANK	2025/04/30M ACCT 1034 ANALYSIS CHG	49.24
ARMOR EQUIPMENT	TRACTOR REPAIR	187.00
AT&T MOBILITY	2025/05/08-06/07 MONTHLY SERVICE	656.28
CENTURY LINK	2025/05/04-06/03 MONTHLY SERVICE	66.22
CHARLES MACHINE WORKS, INC	MEGA TRAK WHEELS	487.27
CITY OF OMAHA	2025/02/28M SEWER FEES	587,634.17
COX BUSINESS SERVICES	2025/05/04-06/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	O-RINGS, INLET VALVES	776.83
EMBRIS GROUP LLC	BPW-250114 BELLEVUE LANDINGS LS	1,780.00
	2025/04/30M	
GRAINGER	COATED GLOVES	83.16
HDR ENGINEERING, INC	BPW-240603 SCWWA EVALUATION 2025/03/30-05/03	46,842.72
HDR ENGINEERING, INC	BPW-211123 HAWORTH PK WW COLLECTION SYSTEM 2025/03/30-05/03	19,137.87
HDR ENGINEERING, INC	BPW-250115 TWIN CREEK SIPHON EVAL 2025/03/30-05/03	5,041.44
METROPOLITAN UTILITIES DIST	2025/04/09-05/07 MONTHLY SERVICE	274.69
MICHAEL TODD INDUSTRIAL SUPPLY	SURVEY PAINT, ENGINEER GREEN FLAGS	670.48
OMAHA WINWATER WORKS COMPANY	HEAVY DENSITY WIRE BRUSH, PIG, ADAPTERS	1,387.80
RDG PLANNING & DESIGN	HOUSING RESILIENCE PLAN THRU 2025/04/30	4,170.00
USA BLUE BOOK	PIPE CLEANING PIG	85.40
UTILITY EQUIPMENT COMPANY	COUPLINGS, PIPE GASKETS, HOSE CLAMPS	259.92
		<b>\$ 670,153.44</b>

**TOTAL CLAIMS FOR 2025/06/03** **\$ 1,573,053.55**

**TOTAL PAYROLL FOR 2025/05/23** **\$ 1,802,560.88**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
6/3/2025

COUNCIL MEETING DATE: <b>May 6 , 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: John Howell. General location: South 36th Street and Cornhusker Road.

SYNOPSIS/BACKGROUND:

John Howell is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II, for the purpose of commercial development. The developer has acquired a 9,260-square-foot section of land that will be used as a cross access drive between the two lots. This 9,260-square-foot section is currently zoned ML. With approval of the rezoning and small subdivision requests, this section will be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II. This request will not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- |   |  |   |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4185"/> |
| 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:

*Paul W. [Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: John Howell  
CASE #'s: Z-2503-04, S-2503-07  
CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

On April 24, 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, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

### VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

**CASE NUMBER:** Z-2503-04  
S-2503-07

**FOR HEARING OF:**  
**REPORT #1:** April 24, 2025  
**REPORT #2:** May 20, 2025

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

John Howell, Lamp Rynearson  
14710 W. Dodge Road, Ste. 100  
Omaha, NE 68154

#### **B. PROPERTY OWNERS:**

QuikTrip Corporation  
Attn: Tara Limbach  
4705 South 129<sup>th</sup> E Avenue  
Tulsa, OK 74134

#### **C. GENERAL LOCATION:**

South 36<sup>th</sup> Street and Cornhusker Road

#### **D. LEGAL DESCRIPTION:**

Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lots 1 and 2, Mr. T's Addition Replat II from BG and ML to BG and ML for the purpose of a commercial development.
2. Small Subdivision Plat Lots 1 and 2, Mr. T's Addition Replat II.

3. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

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

BG/Vacant.

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for commercial development.

**H. SIZE OF SITE:**

The lot is approximately 6 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1 is presently vacant and covered in vegetation and Lot 2 is presently developed with Lockbox Storage

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

1. **North:** Cornhusker Road right-of-way
2. **East:** Multi-family residential/RG-20-PS
3. **South:** Industrial/ML
4. **West:** Trees, Shrubs & More/BG and AG

**C. REVELANT CASE HISTORY:**

1. On April 24, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from BG and ML to BG and ML for the purpose of commercial development; and small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

**D. APPLICABLE REGULATIONS:**

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 527, Zoning Ordinance, regarding ML uses and requirements.

3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
4. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three (3) to one (1).

### **III. ANALYSIS**

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

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

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

None

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

1. MAPA traffic data indicates 29,000 vehicles per day through the intersection of Cornhusker Road and South 36<sup>th</sup> Street.
2. The property will have access from a shared drive off South 36<sup>th</sup> Street.

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

All utilities are available to this location.

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

1. John Howell has submitted a request for approval of a rezoning for Lots 1 and 2, Mr. T's Addition Replat II, from BG and ML to BG and ML, for commercial development, and a small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II.
2. Mr. Howell has acquired a 9,620-square-foot section of land that will be used as a cross access drive between the two lots. This 9,620-square-foot section is currently zoned ML. With the approval of the rezoning and small subdivision requests, this section would be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II.
3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director/designee, Sarpy County

Public Works Department, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Jeremy Bender, Sarpy County Public Works Engineer, requested technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

No other comments were received on this case.

5. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations, regarding lot standards for excessive depth in relation to width of lots over three (3) to one (1). This request pertains to proposed Lot 2, Mr. T's Addition Replat II. The existing configuration of the property already exists; therefore, staff has no objections to the requested waiver.

6. The Future Land Use Map of the Comprehensive Plan shows this area as commercial and light industry. The applicant's request is in conformance with the Comprehensive Plan.

7. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small subdivision plat received April 07, 2025
4. As-built plot plan received March 07, 2025

5. Zoning exhibit received March 07, 2025
6. Letter from the applicant received March 10, 2025
7. Letter from Robert Kramer received April 21, 2025

**VII. COPIES OF REPORT TO:**

1. Lamp Rynearson (John Howell)
2. QuikTrip Corporation (Tara Limbach)
3. Public Upon Request

  
Assistant Planning Manager

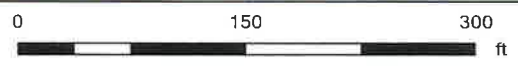
  
Planning Director                      Date of Report



# S 36th Street & Cornhusker Rd

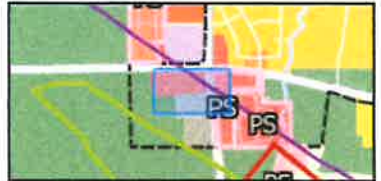


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1901

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



# S 36th Street & Cornhusker Rd



Map Scale 1: 1901

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

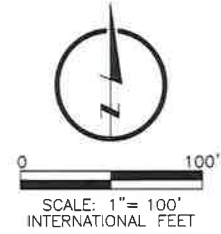




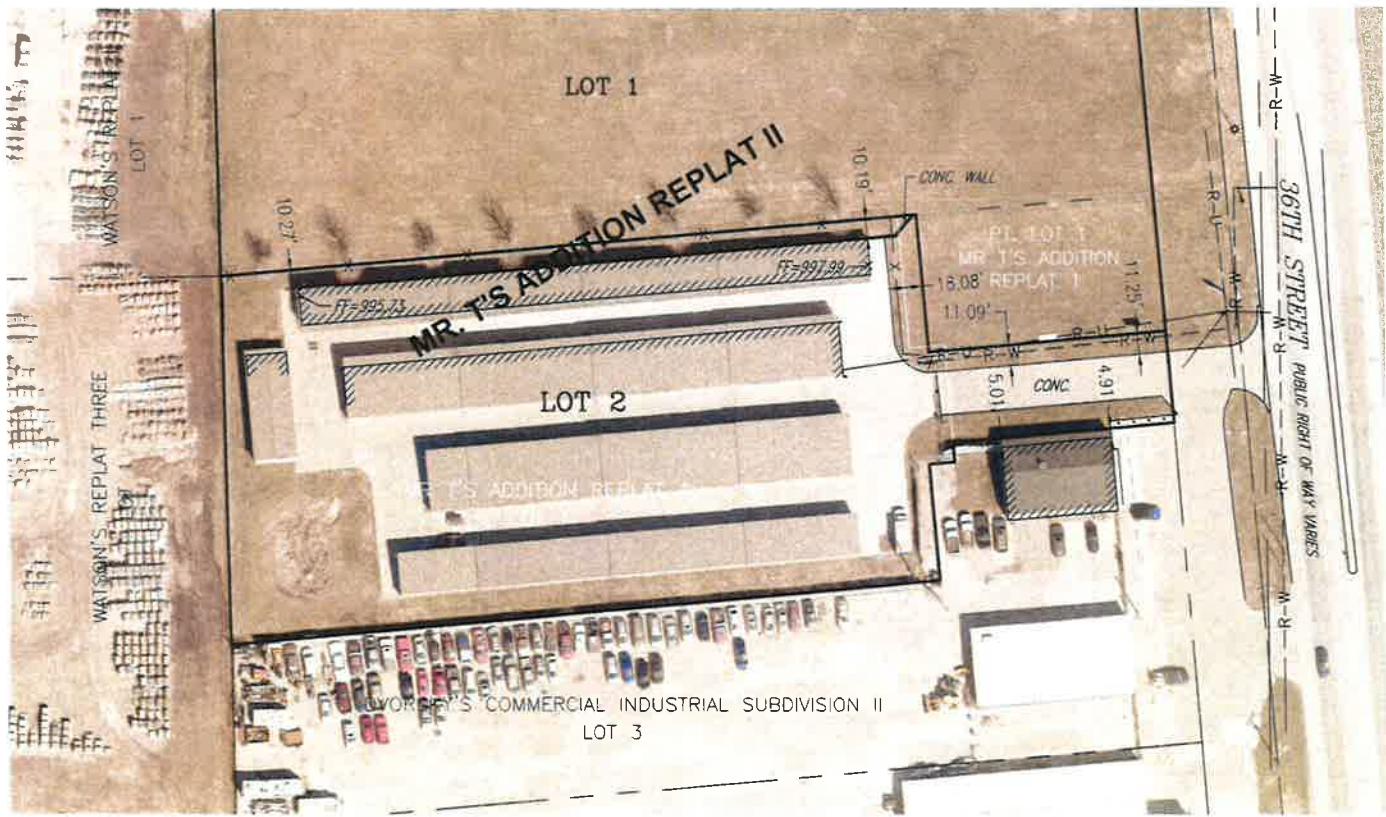
# SITE IMPROVEMENTS

## LEGEND

- BOUNDARY LINE
- - - - - LOT LINE
- RIGHT OF WAY
- - - - - SECTION LINE
- RECORD WATER (M.U.D.)
- RECORD UTILITY (USIC)
- FENCE
- BUILDING
- WATER VALVE
- FIRE HYDRANT
- GATE ACCESS PAD
- BOLLARD



RECEIVED  
MAR 07 2025  
PLANNING DEPT.



L:\Engineering\0124125\_04b\Trp\_04b084\_30th and Cornhusker\_R\SURVEY\Drawings\EXHIBITS\0124125-04b-03.dwg, 3/5/2025, 12:32:21 PM, RACHEL REINECKER, LAMP RYNEARSON

**LAMP RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14716 W DODGE RD, STE 100 (402) 496 2498  
NE AUTH NO. CA0130  
FORT COLLINS, COLORADO  
4112 INNOVATION DR, STE 100 (970) 226 0242  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD, STE 200 (816) 361 0440  
MO AUTH NO. E-2013011903 | LS-2019040127

**DESIGNER / DRAFTER**

JSH/RER

**REVIEWER**

JOHN HOWELL

**PROJECT NUMBER**

0124125

**DATE**

3/5/2025

**SURFACE LOCATION**

BOOK AND PAGE

SITE  
IMPROVEMENTS  
EXHIBIT



March 6th, 2025

Angela Curry  
Planning Department  
City of Bellevue

**RE: QuikTrip 584**  
**Cornhusker Road & 36<sup>th</sup> Street, Bellevue, NE**  
**Zoning Justification**

Dear Ms. Curry,

QuikTrip has applied to rezone a piece of Mr. T's Lot. We acquired this piece of land to have a cross-access drive between our lots and provide our customers with access to the 36<sup>th</sup> Street.

QuikTrip is requesting to rezone everything on Lot 1 to BG (business general) to conform with city regulations. Mr. T's Lot 2 will remain ML (light manufacturing) as it is today, and this already complies with city zoning regulations.

Our team will then replat both properties. We appreciate the city being willing to work with our development to find a solution for both businesses to thrive as well as improving the connectivity in the area. Thank you for consideration of this request. If you have any questions please feel free to reach out to me directly.

Sincerely,



Tara Limbach  
Real Estate Project Manager  
tlimbach@quiktrip.com



RECEIVED  
MAR 10 2025  
PLANNING DEPT.

## Tammi Palm

---

**From:** Robert Kramer <robertkramer240@hotmail.com>  
**Sent:** Monday, April 21, 2025 11:06 AM  
**To:** Tammi Palm  
**Cc:** ddolezal@ehrhartgriffin.com  
**Subject:** [EXT] Case# Z-2503-04, S-2503-07 or Applicant: John Howell

Good Morning Tammi,

I wanted to let it be known I will not be able to attend the public hearing listed for April 24<sup>th</sup> at 6:00 pm. However, after talking with you last week on the applicant : John Howell, Case #Z2503-04, S-2503-07 it is my understanding there is no site plan submitted by the applicant. I am deeply concerned about the future access to this property for future commercial development and the negative effects it will cause to my business traffic flow in and out of my property. Therefore, I hope the city planning commission will consider my opinion on this matter and I oppose any access in and out of my property. Please consider this email my statement of opposition of this re-zoning application.

Sincerely,  
Robert E Kramer  
President  
Kramer Nursery Farm Inc. DBA Trees, Shrubs, and More  
3803 Cornhusker Rd  
Bellevue, NE 68123

RECEIVED  
APR 21 2025  
PLANNING DEPT.

ORDINANCE NO. 4185

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 36<sup>TH</sup> STREET AND CORNHUSKER ROAD, 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, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) and ML (Light Manufacturing District) to BG (General Business District)

Lot 2, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From ML (Light Manufacturing District) to ML (Light Manufacturing District)

(John Howell)

Section 2. This ordinance shall not take effect until such time as the final plat of Mr. T's Addition Replat II is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/04/2024		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 15, 2025 at the Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 16, 2025 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. Request to waive \$50.00 event license fee.

SYNOPSIS/BACKGROUND:

The "Arrows to Aerospace Celebration" is an annual event held by the Kiwanis Club which includes a parade and various other activities at the Bellevue Senior Center, Mission Avenue and Washington Park. The event will be held on Friday, August 15, 2025 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 16, 2025 on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. Applicant is requesting to waive \$50.00 event license fee.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 15, 2025 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 16, 2025, on Mission Avenue and at Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 event license fee.

ATTACHMENTS:

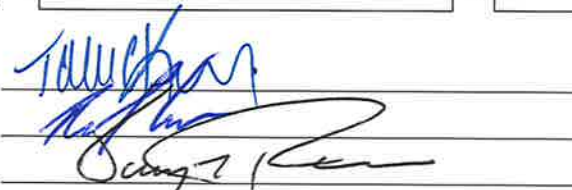
1. <input type="text" value="Application for Event License"/>	2. <input type="text" value="Certificate of Insurance"/>	3. <input type="text" value="Review Forms from City Departments"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler
  - Capt. John Stuck

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: May 14, 2025

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 15, 2025 at the Bellevue Senior Center from 11:00 a.m. - 3:00 p.m., and Saturday, August 16, 2025 on Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, May 21, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

PD will handle our end!

Capt. Kurt Stroehler

Digitally signed by Capt. Kurt  
Stroehler  
Date: 2025.05.15 09:41:55 -05'00'

Signature or Fill in Your Name

5-16-25

Date



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Kiwanis Club of Bellevue-Offutt Date: 5/13/2025

Contact Person Information for Organization:

Name: Karen Mier Phone: 402-990-1295 Email: gjmier@cox.net
Address: 12802 S. 33rd St. City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Arrows to Aerospace celebration

Location of Event/Alternate Location:

Bellevue Senior Center on 8/15; Mission Ave. and Washington Park on 8/16

Dates of Event: 8/15/2025 to 8/16/2025 Alternate Dates: none Hours of Event: 8/15, 11am-3pm; 8/16, 6am-4pm

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

- 1. Sanitary Facilities: Porta-potties provided by Kiwanis at 3 locations in addition to Washington Park restrooms.
2. Running Water:
3. Power:
4. Parking: Police dept. contacts residents along the parade line-up streets; some streets around the park are closed.
5. Insurance: Covered by Kiwanis International

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page

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

Signature of Applicant: Karen E Mier

**Police Department Requests:**

We will be talking to the Police Department regarding the closing of streets for the parade and any preparations needed in Washington Park.

**Parks Department Requests:**

We have contacted the Parks and Recreation Departments to confirm that Washington Park has been reserved for Saturday, August 16, and we ask that no weddings be scheduled in the church across the street for that day. We will be contacting the Parks Department to request additional picnic tables be brought to the park and to request grandstand seating for the parade.

**Street Department Requests:**

Any street closures are coordinated with the Police Department.

**Special Request:**

We request that the city waive the event application fee and the vendor fees for Saturday, August 16, in Washington Park.

**FOR CITY OFFICE USE ONLY:**

Notice of Hearing published in a legal newspaper on \_\_\_\_\_, \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_



**ENDORSEMENT**

**This endorsement, effective 12:01 AM 11/01/2024**

**Forms a part of policy no.:** 013136005

**Issued to:** KIWANIS INTERNATIONAL, INC.

**By:** LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

City of Bellevue, NE  
1500 Wall St.  
Bellevue, NE 68005

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be initials followed by a surname, positioned above a horizontal line.

**Authorized Representative**

**Notice of Public Hearing**  
**Arrows to Aerospace Event**

Notice is hereby given, pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 3, 2025, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Arrows to Aerospace to host their annual celebration on August 15-16, 2025, during the following times: Friday, August 15 from 11:00 a.m. – 3:00 p.m. at the Senior Center; Saturday, August 16 from 6:00 a.m. – 4:00 p.m. on Mission Ave. and at Washington Park.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 3, 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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution approving the Sarpy County and Cities Wastewater Agency FY2025-2026 Budget

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consist of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. The Agency and its members are required to approve the annual budget.

FISCAL IMPACT: 0.00      BUDGETED FUNDS:      GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:      CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:      ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution approving the Sarpy County and Cities Wastewater Agency Proposed FY 2025-2026 Budget

ATTACHMENTS:

1. Resolution 2025-09	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Signature of David Goedecken*  
*Signature of [unclear]*

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER  
AGENCY PROPOSED FY2025-2026 BUDGET**

WHEREAS, [MEMBER] is a party to an interlocal agreement (as amended, the “Formation Interlocal”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”);

WHEREAS, pursuant to Section IX of the Formation Interlocal, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member;

WHEREAS, pursuant to Agency Resolution No. 2025-007, the Agency Board approved the proposed FY2025-2026 Budget, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the [GOVERNING BODY OF THE MEMBER] deems it appropriate and advisable to approve the proposed Agency FY2025-2026 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY [GOVERNING BODY OF THE MEMBER] that the proposed FY2025-2026 Budget is hereby approved.

The above Resolutions were approved by a vote of the [GOVERNING BODY OF THE MEMBER] at a public meeting duly held in accordance with applicable law on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
[SIGNATORY TO GOVERNING  
BODY OF THE MEMBER]

**Exhibit A**

**FY2025-2026 Budget**

[Attached]

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER  
AGENCY FY2025-2026 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”); and

WHEREAS, the Agency Board discussed the proposed FY2025-2026 Budget and after discussion the Agency Board deemed it advisable to approve the proposed FY2025-2026 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Formation Interlocal, the FY2025-2026 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2025-2026 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2025-2026 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 23rd day of April, 2025.

ATTEST:

Lisa A. Haine  
Sarpy County and Cities Wastewater  
Agency Secretary



[Signature]  
Sarpy County and Cities Wastewater  
Agency Board ~~Chair~~ Vice Chair

**Exhibit A**

**FY2025-2026 Budget**

[Attached]

**SCCWWA FY 25-26  
Budget**



**Income**

	24-25	25-26	% Change
	Budget Totals	Proposed Budget Totals	
	Originals		
25000 CWSRF Planning Loan			
25010 CWSRF Construction Loan	\$ 10,000,000		-100.00%
25020 WIFIA Construction Loan (WIFIA) or Grants	\$ 45,315,483	\$ 19,000,000	-58.07%
26000 Member PILOT Contributions	\$ 488,900	\$ 907,149	85.55%
28000 Bellevue Expanded Force Main Contribution	\$ -		
Flow Metering Reimbursement Agency Member	\$ 1,750,000		-100.00%
40001 CWSRF Planning Loan	\$ -		
40002 CWSRF Construction Loan	\$ -		
40003 Additional Construction Loan (WIFIA) or Grants	\$ -		
40005 Gemini Customer Contribution Funds Used			
40006 Gemini Future ISS Replacement Reimbursement	\$ 39,600	\$ 66,800	68.69%
40100 Connection Fees	\$ 900,700	\$ 920,700	2.22%
40150 Springfield Omaha Sewer Charge Reimbursement	\$ 31,000	\$ 31,000	0.00%
40200 User Rate Charges	\$ 426,000	\$ 790,000	85.45%
40250 User Rate Charges - CWB (ISS)	\$ 132,675	\$ 138,489	4.38%
40300 Misc. Revenue			
40310 Federal Earmark	\$ 3,500,000	\$ -	-100.00%
40312 Federal Earmark	\$ 1,000,000	\$ -	-100.00%
40320 Sarpy County ARPA Funds	\$ 571,586	\$ -	-100.00%
40330 NEDNR LB814 Contract	\$ 1,580,000	\$ -	-100.00%
40400 Bellevue Expanded Force Main Payment	\$ 492,700		-100.00%
40450 Member PILOT Contributions			
45001 Interest Income	\$ 250,000	\$ 215,000	-14.00%
Billable Expense Income	\$ -		
Sales of Product Income	\$ -		
<b>Total Income</b>	<b>\$ 66,478,643</b>	<b>\$ 22,069,138</b>	<b>-66.80%</b>

**Debt Service**

50000 Cost of Goods Sold			
55000 Planning Loan Principal Repayment	\$ 520,700	\$ 500,000	-3.98%
55010 Construction Loan Principal Repayment	\$ 1,000,000	\$ 1,000,000	0.00%
56000 PILOT Repaid			
56100 Sarpy Co PILOT Repaid			
56200 Bellevue PILOT Repaid			
56300 Gretna PILOT Repaid			
56400 La Vista PILOT Repaid			
56500 Papillion PILOT Repaid			
56600 Springfield PILOT Repaid			
<b>Total Debt Service</b>	<b>\$ 1,520,700</b>	<b>\$ 1,500,000</b>	<b>-1.36%</b>

**Expense**

60000 Professional Services			
60001 Financial Advisor Fees	\$ 67,000	\$ 15,000	-77.61%
60005 Consulting Fees			
60005.01 Steven Jensen Consulting	\$ 5,000	\$ 15,000	200.00%
60005.02 Christine Myers Consulting	\$ -		
60005.40 Midwest ROW Consulting	\$ -	\$ 1,520,000	
<b>Total Consulting Fees</b>	<b>\$ 5,000</b>	<b>\$ 1,535,000</b>	<b>30600.00%</b>

**Engineering Design Fees**

60006 Engineering Design Fees			
60006.01 Misc. Engineering Design Fees	\$ 77,500	\$ 77,500	0.00%
60006.02 Phase 1A Engineering Design Fees	\$ -		
60006.03 Task Order 3 Engineering Design Fees	\$ -		
60006.04 ISS Engineering Design Fees	\$ -		
Phase 1B & 2 Engineering Design Fees		\$ 5,850,500.00	
CMAR Pre Construction Services Fees		\$ 300,000.00	
<b>Total Engineering Design Fees</b>	<b>\$ 77,500</b>	<b>\$ 6,228,000</b>	<b>7936.13%</b>

**Legal & Professional Services**

60007 Agency Loan Admin Fees	\$ -	\$ 70,000	
60010 Legal & Professional Services			
60020 Printing & Legal Notices	\$ 2,000	\$ 2,060	3.00%
60030 Insurance - Commercial Liability and Public Officials			
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 78,000	\$ 20,000	-74.36%
60050 Audit Fees	\$ 18,000	\$ 30,000	66.67%
60060 Legal Services	\$ 200,000	\$ 200,000	0.00%
60065 Legal Proceedings and Litigation	\$ 50,000	\$ 50,000	0.00%
60070 Other Professional Services	\$ 25,000	\$ 36,000	44.00%
60080 Rate Study Services	\$ 50,000	\$ 25,000	-50.00%
<b>Total Legal &amp; Professional Services</b>	<b>\$ 423,000</b>	<b>\$ 363,060</b>	<b>-14.17%</b>

**SCCWWA FY 25-26  
Budget**



	24-25	25-26	
	Budget Totals	Proposed Budget Totals	% Change
Originals			
60100 USSWS Project Costs			
60110 Right-of-Way, Easements, and Land Acquisitions	\$ -	\$ 8,000,000	
60120 Springfield Creek Interceptor Sewer (SCI)	\$ -		
60130 Industrial Sewer System (ISS)	\$ -		
60140 Lift Stations (LS)	\$ 5,210,000		-100.00%
60143 Force Main, Segments 1-4 (FM)	\$ 11,500,000		-100.00%
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ -		
60147 Flow Metering Construction Costs	\$ 1,750,000		-100.00%
60148 Odor Control Equipment	\$ 287,500	\$ 20,000	-93.04%
60150 SCI Bid Phase Services	\$ -		
60160 ISS Bid Phase Services	\$ -		
60170 SCI Construction Phase Services	\$ -		
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 1,063,400	\$ 50,000	-95.30%
60180 ISS Construction Phase Services	\$ -		
60185 LS, FM & ZC3 Phase 1A Construction Testing, Surveying	\$ 331,300	\$ 50,000	-84.91%
60190 Springfield WTP Decommissioning	\$ -	\$ 2,800,000	
<b>Total USSWS Project Costs</b>	<b>\$ 20,142,200</b>	<b>\$ 10,920,000</b>	<b>-45.79%</b>
62000 USSWS Operations & Maintenance			
62010 ISS/Basin Electrical O&M	\$ 2,100	\$ 2,400	14.29%
62020 ISS/Basin Grounds O&M	\$ 8,800	\$ 2,500	-71.59%
62030 ISS Line O&M	\$ 1,100	\$ 1,200	9.09%
62040 ISS/Basin Manhole/Structure O&M	\$ 1,100	\$ 1,200	9.09%
62050 ISS/Basin Misc. O&M	\$ 1,000	\$ 1,100	10.00%
62060 ISS/Basin Permit Compliance	\$ 5,200	\$ 5,400	3.85%
62070 ISS/Basin Sampling & Testing	\$ 10,400	\$ 10,800	3.85%
62080 ISS/Basin Software	\$ 5,200	\$ 5,400	3.85%
62090 ISS/Basin Supply Power	\$ 5,200	\$ 5,400	3.85%
62100 ISS/Basin Wireless/Internet	\$ 1,600	\$ 1,200	-25.00%
62310 USSWS Electrical O&M	\$ 5,000	\$ 5,200	4.00%
62320 USSWS Grounds O&M	\$ 2,600	\$ 9,500	265.38%
62330 USSWS Line O&M	\$ 162,900	\$ 85,800	-47.33%
62340 USSWS Manhole/Structure O&M	\$ 374,700	\$ 43,400	-88.42%
Bioxide Chemical Treatment		\$ 233,700	
62350 USSWS Misc. O&M	\$ 600	\$ 2,500	316.67%
62360 USSWS Permit Compliance	\$ -		
62370 USSWS Sampling & Testing	\$ -		
62380 USSWS SCADA System	\$ 7,300	\$ 7,600	4.11%
62390 USSWS Supply Power	\$ 114,600	\$ 87,900	-23.30%
62400 USSWS Wireless/Internet	\$ 3,400	\$ 3,600	5.88%
62500 USSWS One-Call Locates	\$ 2,600	\$ 2,700	3.85%
62510 ISS One-Call Locates	\$ 1,600	\$ 1,700	6.25%
62540 Misc. Shipping	\$ 600	\$ 700	16.67%
62550 Contracted Services	\$ 111,700	\$ 200,000	79.05%
62660 Flow Metering Expense	\$ 10,400	\$ 80,000	669.23%
62700 Omaha Capital Connection Fees	\$ 48,638	\$ 45,000	-7.48%
Omaha Treatment Costs			
62950 O&M Contingency Funds	\$ 37,100	\$ 38,300	3.23%
Property Insurance	\$ 311,159	\$ 118,350	-61.96%
<b>Total USSWS Operations &amp; Maintenance</b>	<b>\$ 1,236,597</b>	<b>\$ 1,002,550</b>	<b>-18.93%</b>
63000 Vehicles & O&M Equipment			
63001 Vehicles	\$ 18,500	\$ 19,055	3.00%
63003 Large Equipment (+\$5,000)	\$ 20,000	\$ 150,000	650.00%
63006 Small Equipment (-\$5,000)	\$ 23,000	\$ 25,000	8.70%
63008 Equipment / Tool Rental	\$ 10,000	\$ 10,300	3.00%
63010 Vehicle Fuel	\$ 10,000	\$ 10,300	3.00%
63020 Equipment Fuel	\$ 44,000	\$ 45,000	2.27%
63030 (NOT USED)			
63040 Vehicle Repairs & Maintenance	\$ 5,000	\$ 5,150	3.00%
63050 Equipment Repairs & Maintenance	\$ 10,000	\$ 10,300	3.00%
63060 (NOT USED 2)			
63070 Safety / PPE	\$ 2,000	\$ 2,060	3.00%
63080 (NOT USED 3)			
63090 Insurance - Commercial Automobile	\$ 7,000	\$ 9,100	30.00%
63950 Equipment Contingency Funds	\$ 10,000	\$ 10,300	3.00%
<b>Total Vehicles &amp; O&amp;M Equipment</b>	<b>\$ 159,500</b>	<b>\$ 296,565</b>	<b>85.93%</b>

**SCCWWA FY 25-26  
Budget**



	24-25	25-26	
	Budget Totals	Proposed Budget Totals	% Change
	Originals		
64000 Office Equipment & Supplies			
64005 Office Supplies	\$ 3,000	\$ 5,000	66.67%
64010 Office Tools, Equipment & Maintenance	\$ 1,500	\$ 2,000	33.33%
64020 Computers, Printers & Furniture	\$ 3,000	\$ 6,000	
64030 Software / SAS	\$ 18,000	\$ 24,100	33.89%
64035 SCIS IT Services	\$ 10,000	\$ 10,300	3.00%
64040 Insurance - Electronic Data Processing	\$ 300	\$ -	-100.00%
64050 Office Rental	\$ 9,000	\$ 12,700	41.11%
64060 Postage & Shipping	\$ 1,000	\$ 1,030	3.00%
64070 Office Wireless Internet		\$ 5,600	
<b>Total Office Equipment &amp; Supplies</b>	<b>\$ 45,800</b>	<b>\$ 66,730</b>	<b>45.70%</b>
65000 Personnel & Benefits			
65010 Salaries, Full Time	\$ 530,000	\$ 601,000	13.40%
65012 Phone Allowance	\$ 3,600	\$ 3,600	0.00%
65020 Payroll Taxes	\$ 40,545	\$ 46,000	13.45%
65030 Deferred Compensation	\$ 35,000	\$ 36,050	3.00%
65040 Health Insurance	\$ 65,000	\$ 86,000	32.31%
65045 Post-Employment Health Insurance Plan	\$ 3,200	\$ 3,200	0.00%
65050 Dental Insurance	\$ 3,500	\$ 4,500	28.57%
65060 Life Insurance	\$ 500	\$ 600	20.00%
65070 Disability Insurance	\$ 1,000	\$ 1,800	80.00%
65080 Unemployment / Benefit Payout	\$ 1,100	\$ 1,133	3.00%
65090 Workers Compensation Insurance	\$ 22,000	\$ 7,500	-65.91%
65100 Uniform Allowance	\$ 1,500	\$ 1,000	-33.33%
65110 Licenses / Certifications	\$ 2,000	\$ 2,060	3.00%
65120 Books / Periodicals	\$ 500	\$ 660	32.00%
65130 Organizational Dues	\$ 5,000	\$ 5,000	0.00%
65140 Professional Dev. / Conferences	\$ 2,500	\$ 2,500	0.00%
65150 Travel & Lodging	\$ 2,500	\$ 2,500	0.00%
65160 Recruitment & Onboarding	\$ -		
65170 Personnel Contingency Funds	\$ 10,000	\$ 10,300	3.00%
65300 Reimb. to Agency Members for Secretary & Treasurer	\$ -		
Additional Personnel 1			
Additional Personnel 2			
<b>Total Personnel &amp; Benefits</b>	<b>\$ 729,445</b>	<b>\$ 815,403</b>	<b>11.78%</b>
66000 Depreciation Expense			
70000 Ask My Accountant			
70002 Uncategorized Expense			
70005 Unapplied Cash Bill Payment Expense			
<b>Omaha Costs</b>			
Omaha wholesale flow charge	\$ 175,600	\$ 180,868	3.00%
Bulk I monthly customer charge (annualized)	\$ 9,900	\$ 10,197	3.00%
<b>Total Expense</b>	<b>\$ 23,071,542</b>	<b>\$ 21,503,373</b>	<b>-6.80%</b>
Other Expense			
70003 Other Miscellaneous Expense			
70004 Reconciliation Discrepancies			
Total Other Expense			
<b>Total Net Income</b>	<b>\$ 41,886,401</b>	<b>\$ (934,235)</b>	<b>-102.23%</b>

SCCWWA FY 2025/2026 Budget Adopted by Agency Board: [], 2025


SCCWWA FY 2025/2026 Budget Adopted by Sarpy County Governing Body: [], 2025 SCCWVA FY 2025/2026 Budget Adopted by Bellevue Governing Body: [], 2025 SCCWVA FY 2025/2026 Budget Adopted by Gretna Governing Body: [], 2025 SCCWVA FY 2025/2026 Budget Adopted by La Vista Governing Body: [], 2025 SCCWVA FY 2025/2026 Budget Adopted by Papillion Governing Body: [], 2025 SCCWVA FY 2025/2026 Budget Adopted by Springfield Governing Body: [], 2025

Approved by Agency Board  
 Approved by Sarpy County  
 Approved by City of Bellevue  
 Approved by City of Papillion  
 Approved by City of La Vista  
 Approved by City of Gretna  
 Approved by City of Springfield

April 23, 2025  
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 \_\_\_\_\_  
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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
6/3/2025

COUNCIL MEETING DATE: 6-3-25		SUBMITTED BY: Capt. Tim Melvin 	
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:

MOU with Sarpy County Force Investigation Team

SYNOPSIS/BACKGROUND:

Bellevue detectives are now a part of the Sarpy County Force Investigation Team. The team is comprised of detectives from all Sarpy LE Agencies and is used to investigate officer involved shootings or significant use of force investigations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="No"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="Yes"/>
CONTRACT DESCRIPTION: <input type="text" value="MOU with Sarpy County Force Investigation Team"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="upon signature"/>	CONTRACT TERM: <input type="text" value="2 years"/>	CONTRACT END DATE: <input type="text" value="2years from date of signing"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Authorize the mayor to sign the MOU

ATTACHMENTS:

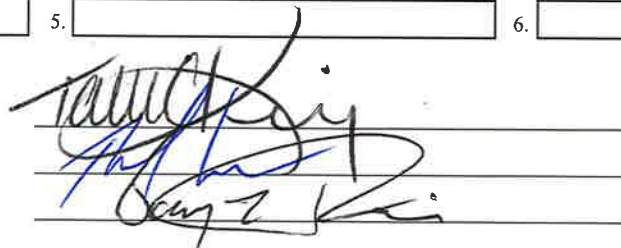
- |                                     |                         |                         |
|-------------------------------------|-------------------------|-------------------------|
| 1. <input type="text" value="MOU"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>             | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**Memorandum of Understanding**  
**Sarpy County Force Investigation Team**

This Memorandum of Understanding (“MOU”) is entered into as of this \_\_\_ day of \_\_\_, 2025, by and between the undersigned parties (hereafter individually “Party” and collectively “Parties”).

WHEREAS, the Parties and their representative law enforcement agencies:

- I. Recognize the need for a multi-agency response and independent investigations such as, but not limited to:
  - a. Any action used by a sworn law enforcement officer which results in the death or a life-threatening injury of a person during the performance of the officer’s duties.
  - b. Any custodial death of a person in law enforcement or corrections custody.
- II. Understand that investigations of this nature require independence and transparency.
- III. Desire to form the Sarpy County Force Investigation Team “SCFIT” for the purpose of carrying out said investigations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The Parties shall hereby form SCFIT (also referred to herein as “Team”). The purpose of this MOU is to define the roles and responsibilities of the Parties. This MOU is not intended nor shall it be construed to in any way limit the power and authority granted by Neb. Rev. Stat. § 29-215. To that end, each Agency may individually impose in respect to its own officers such conditions or limitations on the exercise of its statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.
- II. Executive Board.
  - a. The Executive Board (“Board”) consists of the following individuals or their designees: Sarpy County Sheriff, La Vista Chief of Police, Bellevue Chief of Police, and Papillion Chief of Police, and Sarpy County Attorney as ex-officio.
  - b. The Board is responsible for:
    1. Meeting at least three times per year;
    2. Assigning leadership positions to Team members;
    3. Selecting Team members and any leadership positions for the Team;
    4. Establishing policies and procedures for the operation of the Team, which shall include but not be limited to:
      - a. Chain of command and control over responses;
      - b. Process for activation of the Team;
      - c. Expectations for a Team member’s conduct;
      - d. Qualifications for Team members,
      - e. Any other topics deemed appropriate by the Board.
    5. Performing any other functions necessary for the executive oversight, administration, and supervision of the Team.
  - c. Unless otherwise specified herein, decisions of the Board shall be made by majority vote.
  - d. With the exception of the County Attorney as Ex-Officio, each member of the Board has an equal vote in all decisions of the Board.

- III. Policies and Procedures. Policies and procedures approved by the Executive Board shall govern the operation of the Team and shall be published in the SCFIT Manual. In the event of a conflict, Team policies and procedures shall be superseded by law, applicable collective bargaining agreement, and agency policy. The policies and procedures, as amended, are incorporated herein by this reference. The Board reserves the right to amend said manual/policies and procedures by majority vote.
- IV. Employment status. Team members are considered employed by his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the agency that employs the Team member. Thus, equipment, uniform, personnel costs, and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing agency. Internal Affairs Investigations and disciplinary action arising out of a Team Member's conduct, omissions, actions, etc. while serving on the Team shall be handled by Team Member's Agency. Notification or initiation of an investigation will follow the employing agency's policies.
- V. Liability Insurance. The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Party and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law.
- VI. Dispute Resolution Process. In the event of a dispute arising under this MOU, the matter shall be referred to the Board for resolution. Written notice of the dispute shall be provided to each Board member. The Agencies must meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten business days after all Board members have been served notice of the dispute. The Board shall issue a written decision within thirty days after the meeting. The content of the written decision shall be approved by a majority of the Board. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein. No Party or Agency shall institute a formal legal proceeding, file a claim, provide notice of withdraw, etc., until after the Board has issued a written decision.
- VII. Terms of MOU. This MOU shall be effective for an initial term of two years beginning on \_\_\_\_\_. At the end of the initial two-year term, this MOU shall automatically renew for additional one-year terms ("Renewal Term"). Any party may withdraw from this MOU by providing written notice to the Executive Board. In order to adequately staff future investigations, two-weeks' notice of termination is requested.
- VIII. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination.

- IX. Indemnification/Liability. To the extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless each of the other Parties (as “indemnitee(s)”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Except that, a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party’s request for mutual aid and assistance. These indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- X. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this MOU, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XI. Sovereign Immunity. Nothing in this MOU shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XII. Notice and Authorized Representatives. Notice, required under this MOU, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff  
Sarpy County Sheriff’s Office  
8335 Platteview Road  
Papillion, NE 68046

CITY OF LA VISTA

Chief of Police  
La Vista Police Department  
7701 South 96<sup>th</sup> Street  
La Vista, NE 68128

CITY OF PAPIILLION

Chief of Police  
Papillion Police Department  
1000 East 1<sup>st</sup> Street  
Papillion, NE 68046

CITY OF BELLEVUE

Chief of Police .  
Bellevue Police Department  
1510 Wall Street  
Bellevue, NE 68005

- XIII. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
- XIV. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- XV. Public Benefits. With regard to Neb. Rev. Stat. §§ 4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108–113.
- XVI. Joint Work Product. This MOU is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XVII. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this MOU and to bind the parties hereto.
- XVIII. No Separate Legal Entity. This MOU does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this MOU shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Cooperating Agencies shall govern. This MOU does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
- XIX. Multiple Counterparts. This MOU, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- XX. Headings. The section headings appearing in this MOU are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

COUNTY OF SARPY, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Sarpy County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deb Houghtaling, County Clerk

Approved as to Form:

\_\_\_\_\_  
Deputy Sarpy County Attorney

CITY OF PAPILLION, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF LA VISTA, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
La Vista City Attorney

CITY OF BELLEVUE, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
6/3/2025

COUNCIL MEETING DATE: June 3, 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 250102 ST 25(02) Concrete Projects - Package 2 professional engineering construction administrative services contract.

SYNOPSIS/BACKGROUND:

HGM Associates to perform professional engineering construction administrative services to include construction administration, construction observations, and material testing related to 2025 Concrete Projects - Package 2.

FISCAL IMPACT:: \$222,220 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250102 ST 25(02) Concrete Projects - Package 2 - CA

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250102 2024 Concrete Projects - Package2 - CA

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

CIP PROJECT NAME: 2025 Concrete Projects CIP PROJECT NUMBER: ST25(02)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in the amount of \$222,220 for professional construction engineering services for the 2025 Concrete Projects - Package 2.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedeken*  
*[Signature]*  
*[Signature]*



March 31, 2025

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

Subject: Construction Administration for 2025 Concrete Repair Projects – Package 2  
HGM Proposal No. 000725-053

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, Hours and Fees labeled as Exhibit B, and the General Provisions labeled as Exhibit C.

HGM will provide Basic Services including Construction Administration. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimated to be \$211,220 for Package 2. Reimbursable Expenses are estimated to be \$11,000 for Package 2. 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.

**Mr. John Krager, P.E.**

March 31, 2025

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your Notice to Proceed. We estimate that all construction administration work can then be completed by December 31, 2025. 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 the start of our 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



Stephen W. Moffitt, P.E.  
Structural Project Manager

Acceptance of Proposal:  
CITY OF BELLEVUE - CLIENT

---

Authorized Signature

---

Printed Name & Title

---

Date of Acceptance

**CONSTRUCTION ENGINEERING SERVICES**  
**BPW 250102**  
**2025 Concrete Pavement Projects – Package 2**

**SCOPE OF SERVICES**

**1. INTRODUCTION**

The following Scope of Services for Construction Engineering Services shall include, but is not limited to Project Management, Construction Inspection and Materials Testing. The work shall include but is not limited to; the preconstruction phase, construction phase, construction closeout, coordination with the general contractor, construction inspection, final documents and materials testing.

**2. PROJECT DESCRIPTION(s)**

Project involves pavement removals and replacement, base repair, grading, construction of curb and gutter. Work may also include repair of sidewalk, ADA curb ramps, inlet top replacement and other related work.

**3. PRE-CONSTRUCTION PHASE**

The following pre-construction phase tasks will include but are not limited to:

- ~~A. Create information leaflets, for the general contractor to distribute, notifying the general public and abutting residents and businesses of the upcoming project one week before construction begins, and any other time it may be necessary.~~
- B. Arrange and direct the pre-construction meeting with the contractor and all stake holders.
- C. Review the construction schedule.
- D. Take, document, and provide pre-construction photos or videos.
- E. Provide Public Relations contact to respond to public inquiries and complaints.

#### 4. CONSTRUCTION PHASE

The following construction phase tasks will include, but are not limited to:

- A. Provide an organizational chart depicting the construction team.
- B. HGM will use Appia for managing, tracking, and storing all relevant documents between the contractor and the City.
- C. Mobilize a construction inspection team on site for the duration of the construction activities as shown in Section 8.
- D. Maintain project field diaries, accurate quantities, files and records, and photos.
- E. Input Daily Diary and quantities in Appia report forms.
- F. Monitor the contractors' activities for compliance with the plans and specifications.
- G. Review work zone traffic control devices each day.
- ~~H. Provide erosion control inspection.~~
- ~~I. Document and record necessary reviews for compliance with wage, EEO, and DBE contract requirements.~~
- J. Prepare record drawings.
- K. Direct weekly meetings (Construction Progress Meetings) with the contractor and provide meeting notes.
- L. Observe and record change order and force account work.
- M. Mark removals in accordance with plans and City of Bellevue standards.
- N. Respond to public inquiries and complaints.

#### 5. CONSTRUCTION CLOSEOUT

The following construction phase tasks will include but are not limited to:

- A. Conduct a final project walkthrough/inspection.
- B. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
- C. Verify all project work has been completed, inspected and approved.

**6. SURVEYING**

The following surveying tasks will include, but are not limited to:

- A. ~~Attend pre construction meeting, weekly progress meetings, and coordinate the necessary construction staking.~~
- B. ~~Identify and mark the limits of construction.~~
- C. ~~Establish horizontal and vertical control.~~
- D. ~~Perform all necessary construction staking.~~
- E. ~~Complete all final record drawings for the project.~~

**7. MATERIALS TESTING SERVICES**

The following materials and testing will include, but are not limited to:

- A. Perform all necessary materials testing in conformance with the City of Omaha Materials and Testing Manual or as provided in the construction documents.
- B. Acquire, review, record, and provide all necessary material certifications.
- C. Provide all test reports and certifications to the project manager within three (3) days of performing the test or receiving the material certifications.

**8. BASIS FOR FEE CALCULATION**

- A. **Package 2** - Anticipated start date 6/2/2025.
  - a. Construction period is 144 calendar days and includes 101 workdays (Mon-Fri), approximately 21 weeks.
  - b. Project Observer hours include up to 40 hours for Pre-Construction activity, on site 8 hours per day for 101 workdays, and 20 hours for Post-Construction activity.
  - c. Construction Manager hours include up to 25 hours for Pre-Construction activity, on site 1.5 hours per day for 101 workdays, and 20 hours for Post-Construction activity.
  - d. Project Manager will be available for up to 4 hours during construction, plus 3 hours for Pre-Construction activity and 1 hour for Post-Construction activity. Project Management of the consultant contract including billing and resource management will require 0.5 hour per week for 21 weeks.

**EXHIBIT B**

City of Bellevue - 2025 Concrete Pavement Projects  
BPW 250102

3/17/2025

<b>Working Day Calculation</b>	<b>Package 2</b>
Contract Calendar Days	144
Start Date	6/2/2025
End Date	10/24/2025
Work Days (Mon-Fri)	101
Calendar Weeks	21

**MANHOOR AND FEE ESTIMATE  
CONSTRUCTION ENGINEERING / OBSERVATION**

Task	Task Description	Project Principal	Project Mgr	Constr Manager	Constr Observer	2nd Observer	CADD Tech	Survey Crew	Total
	<i>Hours Per Day</i>			1.5	8	1.5			
	<b>Package 1</b>								
1	Pre-Construction Activity		3	25	40				68
2	Construction Phase		4	152	808	152			1115
3	Post-Construction Activity		1	30	20				51
4	Project Management		11						11
5	Contingency Hours (10%)		0	15	81	15			112
	<b>Total Hours - Package 1</b>	0	19	222	949	167	0	0	1356
	<b>Hourly Rate</b>		\$261.54	\$167.20	\$142.08	\$140.48			
	<b>Amount per Project Role</b>	\$0	\$4,943	\$37,060	\$134,806	\$23,411	\$0	\$0	
	<b>Package 2</b>								
1	Pre-Construction Activity								0
2	Construction Phase								0
3	Post-Construction Activity								0
4	Project Management								0
5	Contingency Hours (0%)								0
	<b>Total Hours - Package 2</b>	0	0	0	0	0	0	0	0
	<b>Hourly Rate</b>	\$0.00	\$261.54	\$167.20	\$142.08	\$140.48			
	<b>Amount per Project Role</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	<b>Grand Total Hours</b>	0	19	222	949	167	0	0	1356
	<b>Amount per Project Role</b>	\$0	\$4,943	\$37,060	\$134,806	\$23,411	\$0	\$0	
<b>TOTAL DIRECT LABOR</b>									<b>\$200,220</b>
<b>SUBCONTRACTOR (Thiele - Material Testing)</b>									<b>\$11,000</b>
<b>TOTAL FEE</b>									<b>\$211,220</b>
<b>ENGR EST.</b>									<b>\$ 1,800,000</b>
<b>% of EST.</b>									<b>11.73%</b>

This is an exhibit attached to and made part of the letter agreement dated March 31, 2025, between: CITY OF BELLEVUE (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 31<sup>st</sup> 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 31<sup>st</sup> day 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](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: March 31, 2025.

**THE CITY OF BELLEVUE, NEBRASKA**

**HGM ASSOCIATES INC.- CONSULTANT**

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By:

  
Name: Stephen W. Moffitt

Title: Structural Project Manager

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
6/3/2025

COUNCIL MEETING DATE: June 3, 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:

The Street Department is requesting approval to purchase a MQ V305 walk-behind roller as outlined in the authorized dealer's quote from Logan Contractor's Supply.  
Sourcewell Contract # 020923-MTQ

FISCAL IMPACT: \$13,741.00 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 - #020923-MTQ

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:

- MQ V350EK ROLLER QUOTE
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Phillipis*  
*[Signature]*  
*[Signature]*



**QUOTE**

**THIS QUOTE IS SPECIFICALLY PRESENTED TO:**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

5/15/25

QTY	ITEM DESCRIPTION	PRICE
(1)	MQ V305EK Walk-Behind Roller	\$ 13,069.00 + frt
	MQ Sourcewell Contract # 020923-MTQ	
	Freight = \$ 672.00	

**Plus Tax: n/a**

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, Kevin Walsh

Sales Coordinator

Phone: 402-339-3900

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953  
4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491  
1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171  
6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694  
[www.logancontractors.com](http://www.logancontractors.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
6/3/2025

COUNCIL MEETING DATE: June 3, 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 250114 WW25(8) Landings Lift Station

SYNOPSIS/BACKGROUND:

A technical memo (TM) was developed to evaluate the existing Landings Lift Station, expected future flow conditions, and recommendations for improvements. The city has reviewed the report and has selected HDR to provide professional engineering services for design. This design is to serve the Cornhusker Creek development with a gravity main that would extend to a new Landings Lift Station. The lift station is proposed to be located southeast of the intersection of Landings Drive and 36th Street. The lift station would be appropriately sized to serve all of the future sewershed and would have a forcemain that would extend south along 36th Street to the location of the existing outfall.

FISCAL IMPACT:: \$179,800.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR Engineering, Inc INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250114 WW25(8) Landings Lift Station

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

CIP PROJECT NAME: CIPWW25(8) CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: CIPWW25(8) ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with HDR and City of Bellevue in the amount not to exceed \$179,800.00 to provide professional engineering services for design.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedeken*  
*[Signature]*  
*[Signature]*

**CITY OF BELLEVUE AGREEMENT  
BELLEVUE LANDINGS SANITARY SEWER DESIGN**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of June, 2025, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as The Landings Sanitary Sewer Design (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus reimbursable expenses, with a not exceed amount of \$179,800.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA  
"OWNER"

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

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street  
Bellevue, NE 68005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: *Ann Williams*

NAME: Ann E. Williams, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67<sup>th</sup> Street  
Omaha, NE 68106

**EXHIBIT A**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF SERVICES

#### **PART 1.0 PROJECT DESCRIPTION:**

The City of Bellevue plans to proceed with the final design of the sanitary sewer collection system improvements to serve the proposed Cornhusker Creek Development located on the northwest corner of Cornhusker Road and 36<sup>th</sup> Street. The improvements consist of a gravity sewer collection system, lift station, and force main. An existing lift station will be removed from service and the new force main will connect to the existing interceptor sewer. The improvements are based on an evaluation completed by Embris Group and summarized in a Technical Memorandum dated March 28, 2025.

The scope of work is for the final design and bidding services for the Sanitary Sewer Collection System Improvements.

#### **Key Understandings:**

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City's offices or on site.
3. The design flows will be based on the Technical Memorandum dated March 28, 2025.
4. The Project includes one standard lift station, force main, and a gravity sewer identified as Alternative 3A in the Technical Memorandum.
5. OWNER will provide available information on the existing sanitary sewers including record drawings and lift station run information.
6. The scope of work includes the installation of encasements under Cornhusker Road and 36<sup>th</sup> Street.
7. The City will execute the associated permits and pay all permit fees.
8. The sewer will be located within permanent easements where it crosses private property. The lift station will be located within an easement outside of the street ROW. The scope of work includes identification of the permanent and temporary easements; preparation of the easement documents; and negotiation with the property owners on behalf of the City. The scope of work is based on two impacted properties.
9. Eminent domain support is not included in the scope of work.
10. The Cornhusker Creek Development will define the point of connection and the City gravity sewer will be located within dedicated ROW on the north side of Cornhusker Road.
11. The gravity sewer will be located within the 36<sup>th</sup> Street ROW on the east side of 36<sup>th</sup> Street adjacent to the apartments.
12. The existing gravity sewer, force main, and lift station will be abandoned in place.
13. The topographic survey of the proposed alignment will be completed by JEO, as a subconsultant.

14. Wetland mitigation planning and design, cultural resource surveys, and species-specific habitat surveys are not anticipated due to the limited area of impact and are not included in the scope of work.
15. It is assumed the total site disturbance for the lift station will be less than 5,000 square feet and a post construction stormwater management plan will not be required.
16. The scope of work includes easement acquisition services.
17. The geotechnical investigation will be completed by Terracon as a subconsultant.
18. The lift station design will be similar to the Fontenelle Hills and Haworth Park lift station designs. The station site will include a precast concrete wet well with pumps, access drive, fencing, and a prefabricated at grade building supplied by a vendor via a performance specification.
19. OWNER will arrange and pay for electrical service to the lift station.
20. The plans, specifications, and design report will be submitted to the Nebraska Department of Environment and Energy for review.
21. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
22. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
23. Construction phase services are not included in this scope of work.

## **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

### **TASK SERIES 100 – PROJECT MANAGEMENT – FINAL DESIGN**

**Objective:** Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals.

#### **HDR Activities**

##### **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.

##### **120 – Kickoff Meeting**

- Assemble available project data.
- Establish design parameters.
- Develop list of existing sewer information required from the OWNER.
- Attend one meeting at OWNER’s offices to review list of required information, address the routing of the sanitary sewer, and force main connection.
- Summarize and distribute meeting notes.

## **TASK SERIES 200 – DATA COLLECTION**

**Objective:** Completion of geotechnical investigation and topographic survey.

**HDR Activities**      **210 – Geotechnical Investigation**

- Complete the geotechnical investigation for the lift station, gravity sewer, and bored crossings.
- Complete the geotechnical report.

**220 – Topographic Survey**

- Complete topographic survey.
- Complete boundary survey to the extent required for the preparation of the easement exhibits.

## **TASK 300 - DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW**

**Objective:** Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

**HDR Activities**      **310 – Development of 60 Percent Plans and Specifications**

- Complete draft basis of design report that addresses sewer flows and anticipated future flows.
- Develop plans and specifications to 60 percent level of completion. Plans will include:
  - Cover sheet.
  - Quantities and notes sheet.
  - Horizontal and vertical control sheet.
  - Staging area and construction access sheet.
  - Plan/profile sheets.
  - Lift station site plan, wet well design, pump selection, electrical design, and structural design.
  - Detail sheets including connections.
  - Permanent and temporary easement limits.
  - SWPPP sheets.
- Develop recommendations for controls and SCADA.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

**320 – Utility Coordination**

- Provide plans to the utility companies and request information on existing infrastructure.
- Coordination with MUD for the 60 IN main crossing.

- Follow up on existing infrastructure.
- Incorporate information into the plans.

### **330 – Submittal and Review Meeting**

- Submit PDF of plans and specifications to the OWNER for review.
- Attend one plan review meeting at OWNER offices or on site.
- Summarize and distribute the 60% review meeting minutes.

### **340 – Develop Plans and Specifications to 95%**

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

### **350 – Submittal and Review Meeting**

- Submit PDF of plans and specifications to the OWNER for review.
- Attend one plan review meeting at OWNER offices.
- Summarize and distribute meeting notes.

### **360 – Permit Submittals**

- Incorporate OWNER review comments.
- Complete electronic submittal of plans and specifications to Nebraska Department of Environment and Energy for review and approval.
- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Initiate project on PERMIX for City of Bellevue grading permit
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

### **370 – Bid Phase Services**

- Provide the notice to bidders to OWNER for publication.
- Provide plans and specifications in electronic format to the OWNER.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.

- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

**Deliverables:** 60 percent contract documents for review.  
 95 percent contract documents for review.  
 100 percent bidding documents.  
 NDEE submittal.  
 NDEE NPDES permit application.  
 City of Bellevue grading permit application.  
 Pre-bid meeting notes and addenda.  
 Letter of bid recommendation.

**TASK SERIES 400 – RIGHT OF WAY SERVICES**

**Objective:** Provide ROW services for the acquisition of the permanent and temporary easements for the proposed collection system. Assume two properties for permanent and temporary easements.

**HDR Activities**

**410 – Title and Valuation Research**

- Research Ownership and encumbrances of parcels to be acquired.
- Provide title certificate.
- Coordinate clearing of any clouds on title as necessary.
- Obtain and review appraisals.

**420 – Exhibits**

- Prepare temporary and permanent easement exhibits and legal descriptions.

**430 – Property Owner Contacts**

- Documentation of owner contacts in a Field Journal.
- Secure Right-of-Entry from property owner in advance of survey.
- Conduct a total of two in-person informational and negotiation meetings with property owners.
- Provide accepted, signed, and notarized temporary and permanent easement documents to City for approval.
- Record executed permanent easements at Sarpy County Register of Deeds.

**PART 3.0 AUTHORIZATION**

OWNER will provide written authorization for the work. Work will not proceed without authorization.

**PART 4.0 OWNER'S RESPONSIBILITIES:**

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Provide information on existing sanitary sewers.
2. Payment of all permit fees.
3. Timely review of submitted documents – estimated two weeks.

**PART 5.0 PERIODS OF SERVICE:**

Notice to Proceed	June 19, 2025
60 Percent submittal	August 29, 2025
95 Percent submittal	October 10, 2025
NDEE submittal	October 31, 2025
Notice to Bidders	November 10, 2025
Construction	March - September 2026

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

## 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

#### 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### 23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

#### 24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

**EXHIBIT C**

CITY OF BELLEVUE - LANDINGS SEWER DESIGN  
 Estimated Man-hours and Fee Summary  
 May 22, 2025

ESTIMATED MANHOURS SUMMARY																
TASK SERIES	PM	CONTROLLER	QC	CIVIL ENGINEER	PROCESS ENGINEER	CIVIL ENGINEER	CADD	ELECTRICAL QC	ELECTRICAL ENGINEER	ELECTRICAL CADD	STRUCTURAL QC	STRUCTURAL ENGINEER	SPECS	ROW	TOTAL	
	KOENIG	COLEMAN	BELL	SCIMOEKER	JACK	SPENCER	HARVEY	HOWELL	JACOBS		MAGNUSSEN	THOMPSON	CUMIN	0		
<b>Task 100 - Project Management</b>																
110 Project Management	16	8													26	
120 Kickoff Meeting	4			4	4								2		12	
<b>Subtotal Task 100</b>	<b>20</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>38</b>	
<b>Task 200 - Data Gathering</b>																
210 Geotechnical Investigation				2											2	
220 Topographic Survey				2											2	
<b>Subtotal Task 200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	
<b>Task 300 - Design and Bidding</b>																
310 60 Percent Design and BODR	8		4	40	32	80	160	4	20	24	2	4	6		384	
320 Utility Coordination						4									4	
330 Submittal Review Meeting	4				4										8	
340 95 Percent Plans	6		4	40	24	80	160	4	16	24	2	4	8		372	
350 Submittal Review Meeting	4				4										8	
360 Permit Submittals	2			4	2		4								12	
370 Bid Phase Services	8			8	4		4								24	
<b>Subtotal Task 300</b>	<b>32</b>	<b>0</b>	<b>8</b>	<b>92</b>	<b>70</b>	<b>164</b>	<b>328</b>	<b>8</b>	<b>36</b>	<b>48</b>	<b>4</b>	<b>8</b>	<b>14</b>	<b>0</b>	<b>812</b>	
<b>Task 400 Right of Way Services</b>																
410 Title and Valuation Research														2	2	
420 Exhibits				2			2								4	
430 Property Owner Contacts	8													50	58	
<b>Subtotal Task 400</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>64</b>	
<b>TOTAL</b>	<b>60</b>	<b>8</b>	<b>8</b>	<b>102</b>	<b>74</b>	<b>164</b>	<b>330</b>	<b>8</b>	<b>36</b>	<b>48</b>	<b>4</b>	<b>8</b>	<b>16</b>	<b>52</b>	<b>918</b>	

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 - Project Management	Mileage	Cost					
110 Project Management		\$0.00					\$0.00
120 Kickoff Meeting	26	\$18.20					\$18.20
Task 200 - Data Gathering							
210 Geotechnical Investigation		\$0.00					\$0.00
220 Topographic Survey		\$0.00					\$0.00
Task 300 - Design and Bidding							
310 60 Percent Design and BODR		\$0.00		\$16.00			\$16.00
320 Utility Coordination		\$0.00					\$0.00
330 Submittal Review Meeting	26	\$18.20					\$18.20
340 95 Percent Plans		\$0.00		\$15.00			\$15.00
350 Submittal Review Meeting	26	\$18.20					\$18.20
360 Permit Submittals		\$0.00		\$17.00			\$17.00
370 Bid Phase Services	26	\$18.20		\$15.00			\$33.20
Task 400 Right of Way Services							
410 Title and Valuation Research		\$0.00				\$7,700.00	\$7,700.00
420 Exhibits		\$0.00					\$0.00
430 Property Owner Contacts	100	\$70.00					\$70.00
		<b>\$142.80</b>	<b>\$0.00</b>	<b>\$63.00</b>	<b>\$0.00</b>	<b>\$7,700.00</b>	<b>\$7,905.80</b>

FEE SUMMARY						Subtotal by Task
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total	
Task 100 - Project Management						
110 Project Management	26	\$6,320.12	\$0.00		\$6,320.12	
120 Kickoff Meeting	12	\$3,236.48	\$18.20		\$3,254.68	\$9,575
Task 200 - Data Gathering						
210 Geotechnical Investigation	2	\$488.26	\$0.00	\$20,500.00	\$20,988.26	
220 Topographic Survey	2	\$488.26	\$0.00	\$7,675.00	\$8,163.26	\$29,152
Task 300 - Design and Bidding						
310 60 Percent Design and BODR	384	\$53,930.45	\$16.00		\$53,946.45	
320 Utility Coordination	4	\$522.92	\$0.00		\$522.92	
330 Submittal Review Meeting	8	\$2,259.96	\$18.20		\$2,278.16	
340 95 Percent Plans	372	\$50,835.93	\$15.00		\$50,850.93	
350 Submittal Review Meeting	8	\$2,259.96	\$18.20		\$2,278.16	
360 Permit Submittals	12	\$2,435.69	\$17.00		\$2,452.69	
370 Bid Phase Services	24	\$5,775.13	\$33.20		\$5,808.33	\$118,138
Task 400 Right of Way Services						
410 Title and Valuation Research	2	\$346	\$7,700.00		\$8,046.24	
420 Exhibits	4	\$653	\$0.00	\$3,045.00	\$3,697.85	
430 Property Owner Contacts	58	\$11,122	\$70.00		\$11,191.86	\$22,936
<b>TOTAL</b>	<b>918</b>	<b>\$140,674.11</b>	<b>\$7,905.80</b>	<b>\$31,220.00</b>	<b>\$179,799.91</b>	<b>\$179,800</b>

**TOTAL:**

**\$ 179,800**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
6/3/2025

COUNCIL MEETING DATE: June 3, 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 250103 - 2025 CDBG Sidewalk Improvements

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide professional consulting service for construction administration, observation, testing and support services for the 2025 CDBG Sidewalk Improvements project.

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 in the amount of \$57,620.00 for professional consulting services for construction administration.

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:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*George Willis*  
*[Signature]*  
*[Signature]*



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Bellevue	Project Name	BPW 250103 2025 CDBG Sidewalk
Address	1510 Wall St	Improvements	
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3028		
Client Contact	Matt Knight, PE	Consultant PM	Mike Higgins, PE
Client Job No.	250103	Consultant Job No.	1225-300008

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: \$57,620.00.
- 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:

<b>CLIENT</b>	<b>ALFRED BENESCH &amp; COMPANY</b>
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>May 27th</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 250103 – 2025 CDBG SIDEWALK IMPROVEMENTS**

**OVERVIEW**

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for sidewalk and ADA ramp construction and other related improvements within the City of Bellevue (City) identified in the contract documents of BPW 250103 – 2025 CDBG Sidewalk Improvements. 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 fall under the following major categories:

1. Project Management & Meetings
2. Construction Observation
3. Materials Sampling & Testing
4. 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.

The parties agree construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, final 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 June 23rd, 2025, or later.
- Construction is anticipated to be substantially complete within seven (7) weeks of the Notice-to-Proceed.
- Staffing requirements for the projects assigned will consist of one (1) principal- in-charge, one (1) project manager, one construction inspector, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- The project manager shall work no more than eleven (11) weeks (average of 8 hours per week) during project preparation, construction, and closeout.
- The construction inspector shall be on site only when 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 shall be on site no more than seven (7) weeks (average of 45 hours per week).
- The construction inspector shall work no more than twenty-four (24) hours during closeout activities after substantial completion is achieved.
- No SWPPP inspections will be required for the project.
- No progress meetings will be conducted for this project.

### **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).
- 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 not performed by inspectors will be performed by lab personnel. These services will include periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, and sidewalk repair for air content, slump, temperature, and compressive strength as deemed necessary by the Project Manager or the City (assume no more than seven (7) tests).

## **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, 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-250103 2025 CDBG Sidewalk Improvements

Construction Engineering and Inspection for City of Bellevue 2025 CDBG Sidewalk Improvements  
 City of Bellevue Public Works Department

### Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> \$/Hour	<u>Est.</u> Hours	<u>Estimated</u> Cost
E1 - Professional Engineer (Consultant or Principal)	\$ 250.00	0	\$0.00
E1a - Professional Engineer/Project Manager	\$ 216.00	84	\$18,144.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 112.00	2	\$224.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 100.00	339	\$33,900.00
			<hr/> <hr/>
		<b>Subtotal Direct Labor Costs</b>	<b>\$52,268.00</b>
 <b>Direct Nonsalary Costs</b>			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$500.00
Vehicle Mileage @ \$0.75/mi			\$1,275.00
Construction Materials Testing Trip Charge @ \$123/Trip			\$1,722.00
Concrete Unit Rate Testing			\$1,855.00
			<hr/> <hr/>
		<b>Subtotal Direct Expense Costs</b>	<b>\$5,352.00</b>
		<b>Total Estimated Not to Exceed Fee</b>	<b>\$57,620.00</b>

**Professional Services for BPW-250103 2025 CDBG Sidewalk Improvements**

Construction Engineering and Inspection for City of Bellevue 2025 CDBG Sidewalk Improvements

City of Bellevue Public Works Department

Project Summary		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	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	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
<b>Task 1</b>	<b>Project Management &amp; Meetings</b>	0	29	0	0	0	29	\$ 6,264.00	\$ 100	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175	\$ 6,439.00
<b>Task 2</b>	<b>Construction Observation</b>	0	43	0	0	0	315	\$ 40,788.00	\$ 400	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,525	\$ 42,313.00
<b>Task 3</b>	<b>Materials Sampling &amp; Testing</b>	0	0	0	0	2	0	\$ 224.00	\$ -	\$ -	\$ 1,722	\$ -	\$ 1,855	\$ -	\$ -	\$ 3,577	\$ 3,801.00
<b>Task 4</b>	<b>Project Closeout</b>	0	12	0	0	0	24	\$ 4,992.00	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75	\$ 5,067.00
<b>Subtotal</b>		0	84	0	0	2	339	425	\$ 500	\$ 1,275	\$ 1,722	\$ -	\$ 1,855	\$ -	\$ -		
<b>Project Subtotal</b>		\$ 52,268.00							\$ 5,352							\$ 57,620.00	

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
6/3/2025

COUNCIL MEETING DATE: 06/03/2025		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 240109 ST 25(04) M146 (338B) Mission Avenue Improvements

**SYNOPSIS/BACKGROUND:**  
The City of Bellevue Public Works received 3-bids for the ST 25(04) M146 (338B) Mission Avenue Improvements on May 21, 2025 ranging from \$6,742,482.97 to \$7,173,949.00. The Engineer's estimate was \$10,917,059.00  
  
After the review of the bids received, the low, responsive, responsible bidder is Valley Corp in the amount of \$6,742,482.97.

FISCAL IMPACT?: \$6,742,482.97      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?:

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Valley Corp	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: BPW 240109 ST 25(04) M146 (338B) Mission Avenue Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 240109 ST 25(04) M146 (338B) Mission Avenue Improvements		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: M146 (338B) Mission Avenue		CIP PROJECT NUMBER: ST 25(04)
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 Valley Corp. in the amount of \$6,742,482.97 to be executed upon the receipt of the Insurances and Bonds by Public Works.

**ATTACHMENTS:**

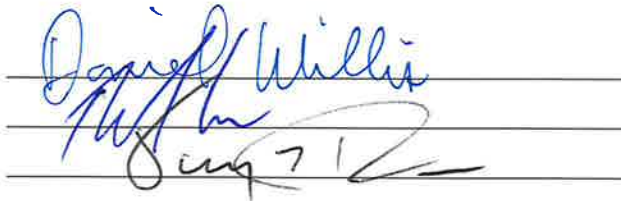
- |                                       |                    |            |
|---------------------------------------|--------------------|------------|
| 1. Letter of Recommendation (Benesch) | 2. Notice of Award | 3. Bid TAB |
| 4. Agreement                          | 5.                 | 6.         |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

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



May 23, 2025

John Krager, PE  
Public Works Department  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: **Recommendation for Award**  
**BPW-240109 Mission Ave Improvements**

Dear Mr. Krager:

The City of Bellevue received sealed bids for construction of project BPW-240109 Mission Ave Improvements on or before the specified bid date of May 21, 2025 at 10:00am. The primary scope of work for the project involves construction of concrete pavement, storm and sanitary sewer, pedestrian facilities, streetscaping enhancements, and related construction.

Bids were publicly opened and read aloud by City staff shortly after the 10:00am deadline. Three bids were received, all with the required 5% bid bond, and all acknowledging receipt of Addendums No. 1 and No. 2. All bids received were below the Opinion of Probable Construction Cost developed during design. The bidders, and their respective total bid amount to perform the work, listed in order of lowest to highest bid are as follows:

Valley Corporation.....	\$6,742,482.97
TAB Construction.....	\$6,882,788.88 (corrected total)
Graham Construction .....	\$7,173,949.00 (corrected total)

Benesch has reviewed the bids and verified the bid totals presented above match the proposed unit price and proposed total for the estimated quantities presented in the individual line items. The attached Bid Tabulation contains the individual line-item details. Based on discussions with City Staff, the bids received were deemed to be responsive.

Based upon the above, Benesch recommends that the City of Bellevue award the project to the lowest bidder, Valley Construction.

If there are any questions regarding the bid tabulation or this recommendation to award, please feel free to contact me at your convenience.

Sincerely,

  
Jeffery A. Sockel, PE  
Senior Project Manager

ATTACHMENT

**NOTICE OF AWARD**

Date of Issuance: **June 3, 2025**  
Owner: **City of Bellevue** Owner's Project No.: **BPW - 240109**  
Engineer: **City of Bellevue** Engineer's Project No.:  
Project: **Mission Avenue Improvements**  
Contract Name: **Mission Avenue Improvements**  
Bidder: **Valley Corporation**  
Bidder's Address: **28001 Ida Circle, Valley, NE 68064**

You are notified that Owner has accepted your Bid dated **May 21, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Mission Avenue Improvements**

The Contract Price of the awarded Contract is **\$6,742,482.97**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

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

Copy: PW Director, Engineer



# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** ("Owner") and **Valley Corporation** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of concrete pavement and sidewalk, sanitary sewer network, storm sewer network, decorative brick, streetscaping furniture and features, plantings and irrigation system, accessible curb ramps, minor grading, asphalt and concrete removals, and associated work.**

## THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Mission Avenue Improvements; City of Bellevue, Nebraska; BPW – 240109.**

## ARTICLE 2—ENGINEER

~~3.01 The Owner has retained [insert name of engineering firm] ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.~~

3.02 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works.**

## ARTICLE 3—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 1, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 4, 2026.**

4.03 *Contract Times: Days*

~~A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.~~

#### 4.04 *Milestones*

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

#### 4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
- ~~3. *Milestones:* Contractor shall pay Owner **[\$number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
- ~~4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

~~C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **[\$number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **[\$number]**.~~

#### 4.06 *Special Damages*

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract~~

~~Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

#### ARTICLE 4—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

- C. Total Bid Amount and Unit Price Work (subject to final Unit Price adjustment) of **\$6,742,482.97.**

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

1. **The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.**

#### ARTICLE 5—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3<sup>rd</sup> Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have

been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 12 percent per annum.

### **ARTICLE 6—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney)
3. Insurance.
4. General Conditions.
5. Supplementary Conditions.
6. Supplemental Technical Specifications

7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: **Mission Avenue Improvements, City of Bellevue, Nebraska.**
9. Drawings listed on the attached ~~sheet index.~~
10. Addenda (numbers [number] to [number], inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - i) Contractor's Bid.
12. Equipment Assessment Certification
13. City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement
  - a. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Application for Payment
  - b. Certificate of Substantial Completion
  - c. Waiver and Release of Liens
  - d. Work Change Directives
  - e. Change Orders
  - f. Field Orders.
  - g. Warranty Bond, if any
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ **[Date of Award]** (which is the Effective Date of the Contract).

Owner:

Contractor:

**City of Bellevue**

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

Address for giving notices:

**1510 Wall Street**

**Bellevue, Nebraska 68005**

Designated Representative:

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

Address:

Phone:

Phone:

Email:

Email:

License No.:

\_\_\_\_\_  
*(where applicable)*

State:

## EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING  
INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY  
EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project: **BPW 240109, Mission Avenue Improvements**, except that acquired since the assessment date, has been assessed for taxation for the current year in \_\_\_\_\_ - \_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/03/2025		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 250103 ST25(02) M146(385) CDBG Sidewalk Improvements

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 3-bids for the ST25(02) M146(385) CDBG Sidewalk Improvements on May 21, 2025 ranging from \$231,198.65 to \$395,131.28. The Engineer's estimate was \$254,000

After the review of the bids received, the low, responsive, responsible bidder is Navarro Lawn & Landscaping (NL&L) in the amount of \$231,198.65

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 NL&L in the amount of \$231,198.65 to be executed upon the receipt of the Insurances and Bonds by Public Works.

ATTACHMENTS:


- |   |   |   |
|---|---|---|
| 1. <input type="text" value="Notice of Award"/> | 2. <input type="text" value="Bid TAB"/> | 3. <input type="text" value="Agreement"/> |
| 4. <input type="text" value="Agreement"/>       | 5. <input type="text"/>                 | 6. <input type="text"/>                   |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




**NOTICE OF AWARD**

Date of Issuance: **June 3, 2025**  
Owner: **City of Bellevue** Owner's Project No.: **BPW - 250103**  
Engineer: **City of Bellevue** Engineer's Project No.:  
Project: **CDBG Sidewalk Improvements**  
Contract Name: **CDBG Sidewalk Improvements**  
Bidder: **Navarro Lawn & Landscaping**  
Bidder's Address: **8535 Madison St, Omaha, NE 68127**

You are notified that Owner has accepted your Bid dated **May 21, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**CDBG Sidewalk Improvements**

The Contract Price of the awarded Contract is **\$231,198.65** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

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

Copy: PW Director, Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** ("Owner") and **Navarro Lawn & Landscaping (NL&L)** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Sidewalk construction, ADA curb ramp construction, and associated work.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 CDBG Sidewalk Improvements; City of Bellevue, Nebraska; BPW – 250103.**

## ARTICLE 3—ENGINEER

~~3.01 The Owner has retained [insert name of engineering firm] ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.~~

3.02 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works.**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 29, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 19, 2025.**

4.03 *Contract Times: Days*

~~A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.~~

4.04 *Milestones*

- A. ~~Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
  - ~~2. Milestone 2 [event & date/days]~~
  - ~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. ~~*Milestones:* Contractor shall pay Owner **[\$number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  4. ~~Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **[\$number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **[\$number]**.~~

4.06 *Special Damages*

- A. ~~Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract~~

~~Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~  
~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
  - 1. **The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.**
- C. Total Bid Amount and Unit Price Work (subject to final Unit Price adjustment) **\$231,198.65.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3<sup>rd</sup> Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the

General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney)
3. Insurance.
4. General Conditions.
5. Supplementary Conditions.
6. Supplemental Technical Specifications
7. Specifications as listed in the table of contents of the project manual (copy of list attached).

8. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **2025 CDBG Sidewalk Improvements, City of Bellevue, Nebraska.**
9. Drawings listed on the attached ~~sheet index~~.
10. Addenda (numbers [number] to [number], inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - i) Contractor's Bid.
12. Equipment Assessment Certification
13. City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement
  - a. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Application for Payment
  - b. Certificate of Substantial Completion
  - c. Work Change Directives
  - d. Change Orders
  - e. Field Orders.
  - f. Warranty Bond, if any
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
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- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ **[Date of Award]** (which is the Effective Date of the Contract).

Owner:

Contractor:

**City of Bellevue**

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

Address for giving notices:

**1510 Wall Street**

**Bellevue, Nebraska 68005**

Designated Representative:

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

Address:

Phone:

Phone:

Email:

Email:

License No.:

\_\_\_\_\_  
*(where applicable)*

State:

## EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING  
INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY  
EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All  
equipment to be used on City of Bellevue Project No. **BPW- 250103**, except that acquired since the  
assessment date, has been assessed for taxation for the current year in \_\_-  
\_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

May 28th, 2025

**Administration:**

- Prairie Hills Farm Development meeting for NC3 project and infrastructure planning.
- Meeting with Bellevue State Senators regarding Good Life legislation.
- Weekly United Cities meeting.
- IT discussions for City and County.
- Meeting with BPOA retirement committee.
- Meeting with County Commissioner Burmeister and County Administrator to discuss 36<sup>th</sup> Street project.
- Meeting with Offutt AFB planning and City planning regarding future developments.
- IAFF Contract negotiations.
- Bellevue Fire Dept. badge pinning ceremony.
- Wastewater discussions for South Sewer.
- Meeting with project developers for Entertainment district.
- Meeting with landowner on Hwy 370 regarding potential project.
- Meeting with project development team for web site.
- Meeting with Light Up Bellevue for fall project.
- Meeting for Bellevue Rocks planning.
- Meeting with ENCAP on capital campaign and future plans for Library.
- Meeting with county commissioners regarding 36<sup>th</sup> St and Hwy 34.

Permits:

- 1306 inspections performed
- 4 new permits for single-family residential dwellings

Planning:

- Attended ICSC in Las Vegas to promote the entertainment district and waterpark
- Met with a single family residential developer on an affordable housing project
- Met with a developer on a mixed use project along Capehart Road
- Met with a heavy industrial developer

CITY OF BELLEVUE  
ADMINISTRATION REPORT

**Police: See (Attached)**

**Library: ( See Attached)**

**Fire: (See Attached)**

**Finance**

**Public Works**

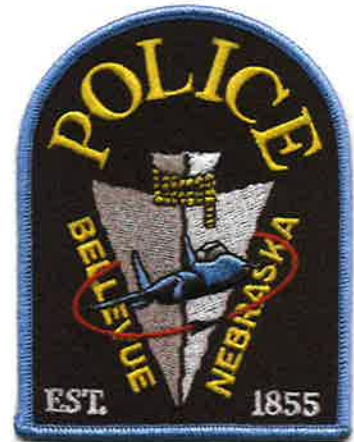
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: May 2025 Directors Report

DATE: May 28, 2025



- 5/06 – City Council Meeting
- 5/08 – National Policing Institute Executive Fellow call
- 5/12 – Police Week Opening Ceremony Speech – OAFB
- 5/15 – Peace Officer Memorial – Omaha PD
- 5/19 – Meeting with Lt. Col. Ferguson 55<sup>th</sup> SF
- 5/20 – City Council Meeting
- 5/28-29 – Teen Academy
- 5/29 – Meeting with FBI SAC Kowel
- 5/30 – Bellevue University meeting



We Influence The World!

## City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

### M e m o

**To:** Jim Ristow, City Administrator  
**From:** Julie Dinville, Library Director  
**Date:** 5/28/2025

- The 2025 Adult Library Program (ALP) continues through May 28<sup>th</sup>. The program has surpassed all previous such events with registrations currently numbering over 1,200 for the six weeks that it has been running (since April 16). Since April, activities have included self-defense classes, an adult Lego competition, a single block quilting class, a craft swap, gentle/chair yoga, classes on laser cutting and sublimation in the makerspace, a silent book club, various craft classes, and others. Participants in the events and those who have been participating in the reading challenge can submit slips for three possible grand prize drawings.
- The Bellevue Library Advisory Board held its regular monthly meeting on Wednesday, May 21. Among the items on the agenda, the Board heard a preview of this year's Children's and Teen Summer Library Programs. Both programs will be held from June 1 to July 31, and this year's theme is "Level Up at Your Library." In other business, the members reviewed their terms of service and approved a new Code of Conduct Policy for the library.
- The library was closed on Sunday, May 25, due to a water main break at the 2206 Longo Drive Bellevue Professional Center building. Normally, the library is open 12 Noon to 5 p.m. on Sundays. The library was also closed for the City-observed Memorial Day holiday, and opened for business as usual on Tuesday, May 27.
- The Friends of the Bellevue Public Library are again purchasing four pool passes to Bellevue swimming pools. These passes can be reserved for use online with a patron library card. The pool passes are part of the Leisure Pass services offered by the library that also include passes for the Children's Museum, the Durham Museum, Gifford Farm, the Luminarium, Fontenelle Forest, and the Lauritzen Gardens.
- Laura Mischke, Head of Adult Services, and Connie Barnard, Adult Services/Technology Librarian, participated in Green Bellevue's Earth Day Celebration on April 13 at Bellevue University and also joined other groups at the "Healthy Aging Expo" at the Salvation Army Croc Center on May 1.
- The Bellevue Library Foundation is selling articulated 12-inch dragons made in the makerspace as a fund-raiser. Each dragon has magnets embedded in its body so that it can stick to metal surfaces. The cost of each is \$10, and they are being made by volunteers to benefit the makerspace.
- The Bellevue Public Library will be offering free, packaged mosquito repellent towelettes and mosquito repellent bracelets (especially sized for children) while supplies last. Both are being made available from the Sarpy/Cass County Health Department.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 5/25/2025

#### A. General Items:

- QA/QI
- Preparing for Bellevue Rocks next week.
- Run reviews completed with the medical director for all three shifts
- Chest pain committee meeting with UNMC next week
- Stroke committee meeting with BMC the following week
- Working on new reporting software ESO
- Four new fire recruits are now on shift.
- The BFD had the opportunity to work with Girl Scout troop 45413 to help them all earn first aid badges

#### B. Training:

- CPR classes for City Lifeguards
- Pump operations training
- Emergency boat operations training
- EMS culture of safety.

#### C. Inspections:

- Fire alarm plan review 909 Fort crook Rd.
- Plan review apartments 2310-2354 Lincoln Rd (12 Buildings )
- Plan review fire sprinkler 2010/2012, 2020/2022, and 2030/2032 Gregg Rd.
- Plan review suppression hood 5101 Harrison St.
- Fire alarm plan review 2050/2052 Gregg Rd.
- Under ground tank inspection 7613 S. 36th St.
- Fire alarm plan review 14401 S. 5th St.
- Plan review fire sprinkler 2206 Longo Dr. #207.
- Plan review fire alarm 3702 370 Plaza



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

#### D. Fire Prevention/Public Education

The BFD had 14 encounters with the community via Fire Prevention in December.

- 2 New Smoke and CO detector installs
- 3 Detector battery replacement encounters for elderly citizens
- 1 Whole house detector swap outs.
- 5 Fire Dept visits with rig and equipment demonstrations.
- 2 Station Tour
- 1 Library visit

#### E. Calls:

Fire – 114

Rescue – 401

#### F. Ambulance Billing

\$ 325,644.40 in claims sent to health insurance companies April 1-30, 2025 (368 insurance claims).  
<\$146,539.98> approximate amount we will have to write off due to mandatory  
adjustments/write-offs  
(45% of \$325,644.40)

=====  
\$ **179,104.42** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ **144,352.40** deposited into the bank April 1-30, 2025

**10,739.91** additional revenue in Credit/Debit/HSA card payments

=====  
\$ **155,092.31** TOTAL April 1-30, 2025 rescue fee revenue

\$ **254,732.73** This figure represents the total “patient responsibility” balance due for the past 30-180 days.





# City of Bellevue

Fire Department  
211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## F. Manpower Report Staffing

Staffing Report from 4/28/2025 through 5/4/2025

Monday	AM	E1, T21, T31, E41	3 Person	
Monday	PM	E1, T21, T31, E41	3 Person	
Tuesday	AM	E21	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	T21	3 Person	
Thursday	AM	T21, T31	3 Person	
Thursday	PM	T21	3 Person	
Friday	AM	T31 3 Person	T21 Closed	
Friday	PM	T21, T31, E1	3 Person	
Saturday	AM	T21, E41 3 Person	T31 Closed	
Saturday	PM	T21, T31, E41	3 Person	
Sunday	AM	T21, T31 3 Person	E41 Closed	
Sunday	PM	E1, T21, T31, E41	3 Person	

Staffing Report from 5/5/2025 through 5/11/2025

Monday	AM	E1, T21 3 Person	T31 Closed	
Monday	PM	E1, T21, E31, E41	3 Person	
Tuesday	AM	T21, E31, E41	3 Person	
Tuesday	PM	T21, E31, E41	3 Person	
Wednesday	AM	E1, T21, E31, E41	3 Person	NO EMS
Wednesday	PM	E1, T21, E31, E41	3 Person	
Thursday	AM	T31 3 Person	E1 Closed	
Thursday	PM	E1, T21, E31, E41	3 Person	
Friday	AM	T21, E31, E41	3 Person	
Friday	PM	E1, T21, E31	3 Person	
Saturday	AM	E1, E41 3 Person	T21 Closed	NO EMS
Saturday	PM	E1, E41 3 Person	T21 Closed	NO EMS
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T21, E41	3 Person	



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 5/12/2025 through 5/18/2025

Monday	AM	E1, T21, E31, E41	3 Person	
Monday	PM	E1, T21, E31, E41	3 Person	
Tuesday	AM	T21	3 Person	
Tuesday	PM	E1, T21, E41	3 Person	
Wednesday	AM	E1, T21, E31, E41	3 Person	
Wednesday	PM	E1, T21, E31, E41	3 Person	
Thursday	AM	E1, T21, E31, E41	3 Person	
Thursday	PM	E1, T21, E31, E41	3 Person	
Friday	AM	E1, T21, E31, E41	3 Person	
Friday	PM	E1, T21, E31, E41	3 Person	
Saturday	AM	E1,E21,T31	3 Person E41 Closed	
Saturday	PM	E1,E21,T31	3 Person E41 Closed	
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T21, E31, E41	3 Person	

### Staffing Report from 5/19/2025 through 5/25/2025

Monday	AM	E1	3 Person	
Monday	PM	E1	3 Person	
Tuesday	AM	E1,T21, T31, E41	3 Person	
Tuesday	PM	E1,T21, T31, E41	3 Person	
Wednesday	AM	T21, T31, E41	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	E1,T21, T31, E41	3 Person	
Thursday	PM	E1,T21, T31, E41	3 Person	
Friday	AM	E1,T21, T31, E41	3 Person	
Friday	PM	E1,T21, T31, E41	3 Person	
Saturday	AM	E1,T21, T31, E41	3 Person	
Saturday	PM	T21, T31, E41	3 Person	
Sunday	AM	T21	3 Person E1 Closed	NO BATTALION 1
Sunday	PM	E1,T21, T31, E41	3 Person	



Financials

*[This information is repeated from May 6<sup>th</sup>. The full year forecast remains the same.]* The preliminary financial forecast for the year-to-date ending March 2025 shows a favorable \$14.1 million variance to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). Many of the variances are timing issues and, at this time, the city is expected to perform as budgeted for the full year. Actual performance through the end of March 31, 2025:

**City of Bellevue Nebraska  
Six Months Ending March 31, 2025**

	Actual	Budget	Budget Variance	Prior Year Actual	Total Full Year Budget
<b>Revenues</b>					
Property Taxes	\$ 20,429,829.00	\$ 20,727,154.00	\$ (297,325.00)	\$ 18,745,360.00	\$ 40,532,996.00
Sales Taxes	9,361,887.00	10,124,200.00	(762,313.00)	8,929,463.00	20,248,400.00
Charges for Services	11,600,895.00	11,233,880.00	367,015.00	10,614,299.00	22,655,209.00
Occupation/Business Taxes	1,390,107.00	1,316,267.00	73,840.00	1,411,497.00	2,777,671.00
Other-Federal, State & Local Grants &	10,365,604.00	3,905,306.00	6,460,299.00	7,371,775.00	31,263,728.00
Bond Proceeds	30,007,045.00	30,000,000.00	7,045.00	11,158,778.00	75,319,000.00
<b>Total Revenues</b>	<b>83,155,367.00</b>	<b>77,306,807.00</b>	<b>5,848,561.00</b>	<b>58,231,172.00</b>	<b>192,797,004.00</b>
<b>Expenditures</b>					
Personnel	24,717,626.00	24,587,560.00	(130,066.00)	21,145,523.00	50,823,036.00
Department Expenditures	13,718,215.00	15,397,571.00	1,679,356.00	11,800,566.00	30,666,981.00
Capital Expenditures	7,123,367.00	14,496,283.00	7,372,917.00	16,314,080.00	100,345,948.00
Bond Payments	2,909,511.00	2,226,787.00	(682,724.00)	2,196,682.00	13,961,039.00
<b>Total Expenditures</b>	<b>48,468,719.00</b>	<b>56,708,201.00</b>	<b>8,239,483.00</b>	<b>51,456,851.00</b>	<b>195,797,004.00</b>
<b>Net Revenues</b>	<b>\$ 34,686,648.00</b>	<b>\$ 20,598,606.00</b>	<b>\$ 14,088,044.00</b>	<b>\$ 6,774,321.00</b>	<b>\$ (3,000,000.00)</b>

Debt

The city continues to manage its debt. The bonded indebtedness of the City is \$103,190,000 at 3/31/2025.

Finance Department

No further information at this time.



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

## Public Works Director's Report

May 28, 2025

*Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.*

### ***Public Works Administration:***

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- Working with Consultant to develop PW Dept Strategic Plan
- Finalizing 2025 Construction Projects
- Water Park Project Coordination
- 2025/26 Budget and C.I.P.

### ***Engineering:***

---

- Various project management projects
  - 2025 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - 2025 Asphalt Overlay Projects
- Planning and P&I plan review as needed
- Projecting 2025 Projects and getting Proposals for Engineering work

### ***Parks & Recreation:***

---

- Summer Programs Ongoing
- Haworth Park Fence Construction Completed
- Tree Maintenance and Trimming in various parks
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

***Street Maintenance:***

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- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Moving into Summer maintenance operations
- Concrete and asphalt repairs

***Waste Water:***

---

- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Projects let and awarded
  - CIPP Design Process
  - Bluff Street Lift Station plan
  - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

***Fleet:***

---

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

***Building Maintenance:***

---

- Misc Painting jobs
- Typical maintenance all city facilities
- Tuck Point of 1510 Wall completed
- Preparing Park restrooms for Summer.