

Bellevue City Council Meeting ++Amended Agenda++

Tuesday, June 17, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Dave Scrabeck, Spirit Life Church, 4815 Harrison Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. * Approval of the June 3, 2025 Board of Equalization minutes.
 2. * Approval of the June 3, 2025 City Council Minutes.
 3. * Acknowledgment of receipt of April 8, 2025 Tree Board Minutes.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring June as "National Pollinators Month" and the third week of June as "Nebraska Pollinator Week".
8. ORGANIZATIONAL MATTERS:
 - a. * Recommend the reappointment of Evonne Edgington to the Bellevue Library Advisory Board for a five-year term, ending June 2030. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approve request of an Event License Application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee. (City Clerk)
15. RESOLUTIONS:
 - a. Resolution No. 2025-10: A resolution that the Master Plan for the Bellevue Entertainment District is hereby adopted as the guide for future growth and development of the Bellevue Entertainment District within the City of Bellevue and its extraterritorial zoning jurisdiction and authorize the Mayor to sign. (Planning Director) (**Public Hearing Required**)
 - b. Resolution No. 2025-11: A resolution to approve the park expenditure by Sanitary and Improvement District (SID) No. 263, Brook Park, for park improvements, in an amount not to exceed \$437,325.00. (Planning Director)
 - c. Resolution No. 2025-12: A resolution to approve a park expenditure for Sanitary and Improvement District (SID) No. 238, Ashford Hollow, for park improvements, in an amount not to exceed \$642,585.00. (Planning Director)
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign the Independent Contractor Agreement with Abby Highland, as the Community Development Block Grant (CDBG) Program Specialist, effective July 9, 2025 through July 8, 2027. (Finance Director)
 - b. Approve and authorize the Mayor to sign the Notice of Award and Agreement with Big A

Demo & Excavating for demolition of Aspen Pool, in an amount not to exceed \$70,800.00.
(Public Work Director)

c. Approve and authorize the Mayor to sign the Notice of Award and Agreement with Burrell Enterprises LLC for the 2025 Concrete Projects (Package 2), in an amount not to exceed \$966,523.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the Statement of Work Agreement with CivicPlus for Website Hosting, Development, Security and Mitigation, in an amount not to exceed \$59,847.00. (Community Relations)

e. ++ Approve and authorize the Mayor to sign the Northern Natural Gas Reimbursement Agreement. (Director of Economic and Community Development)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(June report will be attached to the July 1st City Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

BOARD OF EQUALIZATION MINUTE RECORD

*5b.1
6/17/2025

Board of Equalization Meeting, June 3, 2025

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 3rd day of June 2025. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Julie Collins, and Jerry McCaw; Absent: Thomas Burns.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

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

Approval of the Agenda

Motion was made by Casey, seconded by Welch, to approve the agenda.

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2025-0603-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2025-0603-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Welch, seconded by Preister, to approve BOE Resolution No. 2025-0603-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Roll call vote to approve BOE Resolution No. 2025-0603-01 as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Preister, seconded by Welch at 5:03 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 3, 2025; that all 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

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, June 3, 2025

form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

Bellevue City Council Meeting, June 3, 2025, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the June 3, 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

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

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Burns, seconded by McCaw, 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 Casey, seconded by Preister, to approve the consent agenda consisting of the following items: Approval of May 20, 2025 City Council Minutes and Acknowledge receipt of the May 22, 2025 Planning Commission Meeting. 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 Burns, seconded by Preister, 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. 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)

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 third and final time.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4185. Roll call vote to approve Ordinance No. 4185 was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Welch, seconded by Collins, to approve the request to small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II. 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.

MINUTE RECORD

Bellevue City Council Meeting, June 3, 2025, Page 2

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

Motion was made by Welch, seconded by Collins, to approve the Waiver of Section 6-7(7), Subdivision Regulations, regarding excessive depth in relation to width. 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) NONE

ORDINANCES FOR INTRODUCTION (1st reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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

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

Mayor Hike declared the public hearing closed.

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

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. 2025-09: 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)

Motion was made by Casey, seconded by Burns, to approve 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. 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 MOU with Sarpy County Force Investigation Team. (Captain Melvin)

Motion was made by Welch, seconded by Burns, approve and authorize the Mayor to sign the MOU with Sarpy County Force Investigation Team. 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 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)

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

Motion was made by Casey, seconded by McCaw, to 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. 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.

MINUTE RECORD

Bellevue City Council Meeting, June 3, 2025, Page 3

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)

Motion was made by McCaw, seconded by Collins, to 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. 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 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)

Motion was made by Burns, seconded by Preister, to 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. 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 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 Insurances and Bonds by Public Works for Mission Avenue Improvements. (Public Works Director)

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

Motion was made by Burns, seconded by Collins, to 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. 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 attached to Council Packet)**

Councilman Burns requested an update on the NC3 Project and Entertainment District. Mr. Ristow provided an update. Mayor Hike mentioned the trip to Las Vegas was for the ICSC conference to meet retailers. Councilman Preister initiated conversation on the Good Life District. Discussion followed.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Collins, the meeting was adjourned at 6:22 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.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on June 3, 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

MINUTE RECORD

Bellevue City Council Meeting, June 3, 2025, Page 4

examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk



City of Bellevue
Tree Board minutes

April 8, 2025

Attendance - Don Preister, Scott Evans, Tom Mruz, Kathy Radosta, and Deborah Woracek were present. Tom Mruz presided over the meeting.

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions.

Minutes of the previous meeting – Tom made a motion to approve the minutes of the March 11, 2025, meeting. Kathy seconded the motion. All present approved the motion. **Deborah will send them to the City of Bellevue to be filed.**

Park Report – Jim was not at the meeting. Deborah said she had no emails about what is happening in the parks now but did point out that she saw the work has begun on the playground at American Heroes Park. No others present had heard from the Parks staff either.

Don told the Board he has sent an email to Dave, Jim, and the Parks Secretary to request they take over by filling out our Tree City USA application as they have the information needed. He told the Board that they used to do it for us before Jo Langabee started doing it. He has not heard back from them.

Kathy asked who she should contact about an unsafe sidewalk that is in Looking Glass Park. Don told her to contact Jim Shada.

Old Business:

Arbor Day - Don announced he has tentatively set up a tree planting at St. Mathews Elementary school on 36th Street for April 22nd. Pawnee Elementary on 48th Street is also interested but they still need to have the okay from OPS. Don had the official proclamation at the meeting, and he passed it around for all to see. He also told us he had contacted Bellevue Schools administrators to have any schools contact him if they

would like us to plant a tree on their campus. Pawnee may not have the necessary permission until later in the month. Tom mentioned that Forest Station has room for more trees. If any of the schools that are interested have a small campus, Tom said we could plant a Serviceberry tree. **Don will contact the Board when dates and times are confirmed.**

Earth Day Events – Tom, Kathy, and Deborah will be at the Bellevue event on April 13th at Bellevue University. They are to arrive at 11 to help at the Tree Board table. **Don asked Deborah to contact Jo to get our handouts from her. Deborah agreed to do so.** Tom said the handouts could also be used at the Bellevue Farmer's Market. Kathy verified the starting date with her computer. The Omaha area Earth Day will be held in Elmwood Park on April 26th. Don, Tom, and Kathy said they plan on attending the event.

Clean up days & mulching days – Don believes that Nancy is planning on having cleanup and mulching day on the 18th & 19th of April. She is waiting for confirmation from the Offutt volunteers. Don thinks there are also volunteers from Green Bellevue and Bee City USA are scheduled to help. Parks for possible cleaning are the Triangle, Everett, Mason, the old library, and the Depot. **Don is not sure which parks need mulch added and asked the Board members to check parks they visit and to let him know.** Scott pointed out that a drought is forecast to be persistent throughout this year's growing season.

Bellevue 411 articles – **Scott reported he has a stockpile of articles and that he will start sending them in to Phil Davidson for posting.**

Social media options using Canva – **Kathy asked to have this brought up at the meeting.** She showed several examples of flyers or posters of our events that can be built using Canva. Scott is also familiar with that program. Kathy offered to work with Scott to build a library of posters and flyers for use by the Board. Don suggested they be posted at the library, sent to Bellevue 411 and Green Bellevue. **Kathy will set up a meeting with Phil Davidson to see what is needed. She will also set up a meeting with Scott.** Don has not received all the emails and asked that we use his msn.com account.

New or returning Board Members – Don reminded the Board that we need at least one new member. **Kathy volunteered to make a flyer for recruiting new members so they can be handed out at our upcoming events. Scott and Kathy will also search the list of local Master Gardeners for possible candidates.**

Renewing the Board to Council = Deborah read the current Board member's term expiration dates, and we are all current for this year.

New Business – Tom asked for any new business. There was none at this time.

Tree City USA Growth Award – Jo emailed us that our application was approved for Growth Points, etc. **Deborah reminded all to keep track of their hours for this.**

Kathy reported she had gone to the resources listed at the end of the email. **She is procuring reunion t-shirts for her family and offered to work on a design for the Tree Board to have t-shirts. Deborah suggested she meet with Nancy as Nancy drew our current logo.**

County Tree Festival and Tree Giveaway – Don went to Banner Park, and it looks like MUD is completing the work to the park. He has contacted the city grant writer to start working on a grant to cover the cost of the tree giveaway. **Don will set up a time for Jim and Dave to accompany him to survey the park as a site for the Tree Festival.** He reported that the date has not been set but should be in the fall of this year. **Don will also meet with Alan at the Papio Nursery about the trees needed.**

Winter projects – Winter projects were tabled until our next meeting. Scott asked for the date of our November meeting as that is his busiest time. After a short discussion, it was decided to be held on November 18th.

There being no further business at this time, Don and Kathy moved and seconded that we adjourn the meeting. All present approved.

Due to conflicts our next meeting will be on June 10, 2025, at 9am.

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

Tentative agenda for June 10, 2025

Attendance

Volunteer Hours to Deborah

Approve Minutes of April 8, 2025, meeting

Parks Report – Jim:

Tree watering:

Old Business

Bellevue 411 – articles

Tree Festival/Memorial Forest update

Recap Earth Day Events

Recap Arbor Day Plantings

Tree Inventory

Winter Projects ideas/ needs

Tree City USA Workshop

New Business

Arrows to Aerospace Parade

Monthly timeline with duties review

MINUTE RECORD

6.
6/17/2025

CLAIMS FOR 2025/06/17 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	46.43
METROPOLITAN AREA PLANNING AGENCY	PC-2025/03/12 MAPA MEETING-HIKE	15.00
		<u>\$ 61.43</u>

CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-PENS	36.24
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	92.86
CAPITAL BUSINESS SYSTEMS, INC	2025/04/20-05/19 COPIER EXPENSE	122.50
CAR SERVICE	PC-AIRPORT TRANSFER	102.00
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	31.99
DILLONS FUEL # 9318	PC-FUEL FOR CITY VEHICLE	48.27
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	3,938.16
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	3,938.16
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	57.29
INTERCONTINENTAL HOTEL LOS ANGELES	PC-HOTEL FOR CONFERENCE	1,146.84
LA YELLOW CAB	PC-CAB FARE	91.07
LINCOLN NE PARKING	PC-METER PARKING	3.00
NAIOP	PC-NAIOP CONF-NETWORKING EVENT-H JOHNSON	149.00
NAIOP	PC-NAIOP CONF-SITE TOUR-H JOHNSON	135.00
OMAHA EPPLEY AIRFIELD	PC-PARKING	45.00
OMAHA WORLD HERALD	PC-2025/03/17-06/15 OWH DIGITAL SUBSCRIPTION	1.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	62.58
WSJ/BARRONS SUBSCRIPTION	PC-2025/03/31M WSJ SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2025/04/30M WSJ SUBSCRIPTION	58.84
		<u>\$ 10,236.85</u>

CITY COUNCIL

UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	28.42
		<u>\$ 28.42</u>

LEGAL

AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	139.29
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	4,417.67
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	4,417.67
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	10.11
SARPY COUNTY COURT	CLAIM 627 CR 24 921 FEES	17.00
THOMSON REUTERS - WEST	PC-2025/02/28M ONLINE SOFTWARE SUBSCRIPTION	471.24
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	32.15
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	56.08
		<u>\$ 9,646.47</u>

CABLE ADVISORY

AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	46.43
COX BUSINESS SERVICES	2025/05/19-06/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	4,425.20
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	4,425.20
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	50.55
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	26.72
		<u>\$ 9,060.16</u>

CITY CLERK

CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	16.00
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	2,399.19
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	2,399.19
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	87.61
HILLCREST FREEDOM VILLAGE	2025/06/04 HILLCREST FREEDOM VILLAGE TIF 8779 INTEREST	84,212.48
INFOSAFE SHREDDING	ON-SITE SHREDDING	60.00
IVY PROPERTIES, IN	2025/06/04 IVY PROPERTIES TIF 8778 INTEREST	19,244.06
MARATHON EQUITY, LLC	2025/06/04 MARATHON EQUITY LLC TIF 778 INTEREST	9,977.14
MRES ASCEND HOLDINGS, LLC	2025/06/04 MRES ASCEND SOUTHWOODS TIF 8775	84,170.96
NEBRASKA FURNITURE MART	OFFICE CHAIR	189.99
ROYCE CORNHUSKER, LLC	2025/06/04 ROYCE #2 CORNHUSKER TIF 8798 INTEREST	11,594.32
ROYCE CORNHUSKER, LLC	2025/06/04 ROYCE #3 CORNHUSKER TIF 8799 INTEREST	7,620.81
ROYCE CORNHUSKER, LLC	2025/06/04 ROYCE CORNHUSKER TIF 8793 INTEREST	7,524.33

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CITY CLERK (CONT'D)

TKC CHANDLER, LLC	2025/06/04 TKC CHANDLER LLC TIF 8731 INTEREST	20,398.91
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	(134.20)
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	27.12
		\$ 249,808.89

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-PENS, STAPLER, STAPLES	45.65
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	225.02
CAPITAL BUSINESS SYSTEMS, INC	2025/04/09-05/08 COPIER EXPENSE	9.27
CAPITAL BUSINESS SYSTEMS, INC	2025/04/21-05/20 COPIER EXPENSE	11.32
CAPITAL BUSINESS SYSTEMS, INC	2025/04/20-05/19 COPIER EXPENSE	294.21
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	16.00
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	9,405.05
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	9,405.05
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	74.14
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	284.20
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	85.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	147.21
		\$ 20,032.18

LIBRARY

AMAZON.COM, LLC	PC-BADGE HOLDERS, OFFICE SUPPL ES, EMERGENCY RADIO, PRINTER SUPPLIES, BOOKS	3,115.28
BOOKPAGE	2025/07/01-2026/06/30 MONTHLY SHIPMENTS	1,512.00
BUFFALO GAMES & PUZZLES	PC-PROGRAM SUPPLIES	188.85
CENGAGE LEARNING, INC	BOOKS	610.19
CENTURY LINK	2025/05/11-06/10 MONTHLY SERVICE	146.99
CENTURY LINK	CREDIT FOR TAXES	(138.17)
CHICAGO DISTRIBUTION CENTER	PC-POSTERS, BOOKMARKS	144.75
COLUMN SOFTWARE, PBC	PC-LEGAL AD	17.45
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	8,726.30
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	8,726.30
HOSTGATOR.COM	PC-2025/03/26-04/25 MONTHLY DOMAIN MAINTENANCE	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	2,785.02
LOWE'S	PC-STEP STOOL, STEP LADDER, SHOVEL	234.16
MATRIX BUSINESS SYSTEMS INC	2025/05/01-30 COPIER EXPENSE	10.80
SCOTT WELCH	2025/06/30M WEB HOSTING & SUPPORT	125.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	64.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	76.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	98.98
VERIZON WIRELESS	2025/05/17-06/16 MONTHLY SERVICE	120.03
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	35.02
		\$ 26,688.06

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	139.29
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	16.00
COLUMN SOFTWARE, PBC	LEGAL AD	9.82
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	11,234.53
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	11,234.53
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE307746	57.28
HR CERTIFICATION INSTITUTE	PC-PAPER CERTIFICATE-BAGBY	50.00
HR CERTIFICATION INSTITUTE	PC-RECERTIFICATION FEE-BAGBY	169.00
HR NEBRASKA CONFERENCE	PC-2025 HR NE STATE CONF-DECKER	575.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	2025/05/07-05/21 RANDOM DRUG TESTING, BACK SCREENS	660.00
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	215.63
ONE SOURCE	2025/05/01-06/01 BACKGROUND CHECKS	1,509.00
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	69.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	64.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	73.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	97.39
		\$ 26,204.96

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CODE ENFORCEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	72.66
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	232.15
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	16.00
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	9,228.70
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	9,228.70
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE195089	1.36
PAPILLION SANITATION	2025/05/01-05/14 CODE ENFORCEMENT CLEAN UP	463.02
TRAVELERS	2025/05/31M PAID LOSS RECOVERY	2,663.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	57.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	72.31

\$ 22,234.64

PUBLIC WORKS

AMAZON.COM, LLC	PC-BATTERIES, LAMINATING POUCHES, CORDLESS VACUUM CLEANER, WIRELESS KEYBOARD W/MOUSE	241.41
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	432.35
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	47.99
COLUMN SOFTWARE, PBC	PC-LEGAL AD	173.98
COMFORT SUITES	PC-LODGING FOR CONFERENCE-ADEKUNLE	115.57
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	7,871.20
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	5,658.60
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE195089	2.28
HOLLAND BASHAM ARCHITECTS, INC	SITE ANALYSIS THRU 2024/12/12	20,791.25
MATRIX BUSINESS SYSTEMS INC	2025/05/01-30 COPIER EXPENSE	216.95
MCL CONSTRUCTION	2025/02/28M BELLEVUE INDOOR WATERPARK BUSINESS CARDS	28,494.72
MIDLANDS PRINTING	FUEL TANK MAINTENANCE	343.29
MIDWEST PETROLEUM EQUIPMENT	PC-2025 NE USER GROUP CONF REGISTRATION-ADEKUNLE	273.25
NEBRASKA USER GROUP	PC-2025 GREAT PLAINS CONF-GOEDEKEN, KRAGER	185.00
NEBRASKA WATER ENVIRONMENT ASSOCIATION		410.00
OLSSON ASSOCIATES	BPW-240802 WATER PARK CITY INFRASTRUCTURE THRU 2025/05/03	22,659.75
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	69.00
TIDAL WAVE AUTO WASH	PC-CAR WASH-PW100	12.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	68.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	104.99

\$ 88,371.87

PARKS

AMAZON.COM, LLC	PC-DOG WASTE ROLL BAGS, MULCH ANCHOR	367.86
A-RELIEF SERVICES	2025/04/27-05/24 PORTABLE RESTROOMS-SWANSON PK	199.00
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	86.47
CAPITAL BUSINESS SYSTEMS, INC	2025/04/18-05/17 COPIER EXPENSE	28.88
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	16.00
CROW LAWN CARE LLC	MOWING	4,071.60
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	7,147.15
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	7,147.15
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE697770	38.57
HGM ASSOCIATES INC	BPW-250106 ASPEN POOL DEMOLITION THRU 2025/05/15	3,293.78
MENARDS	PC-FOAM TAPE	13.44
MIDWEST DCM, INC	BPW-250108 EVERETT PARK PICKLEBALL COURT THRU 2025/05/31	80,010.00
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	PC-HEX NUTS	11.47
PAPILLION SANITATION	2025/05/07-05/21 ASPEN PARK	40.00
STANDARD HEATING & AIR CONDITIONING, INC	2025/04/01-2026/03/31 SERVICE AGREEMENT	145.00
SUN VALLEY LANDSCAPING SUPPLY YARD	PC-MULCH, PEA GRAVEL	397.10
SUNBELT RENTALS	LIGHT RENTAL-AHP PLAYGROUND	2,390.31
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	78.43
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	95.37
WESTLAKE ACE HARDWARE	PC-BAR OIL, BULK FASTENERS, GLOVES, GAS CAN, LEAF RAKE, BUCKET, SCREWS	298.85

\$ 106,265.23

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RECREATION

AMAZON.COM, LLC	PC-CALCULATOR, WHISTLES FOR LIFEGUARDS	121.81
AQUA-CHEM	CHEMICALS, SEAL RING KIT-POOLS	1,118.14
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERV CE	132.90
BELLEVUE CHRISTIAN CENTER	2025/06/12 MUSIC IN THE PARKS	400.00
BELLEVUE EAST HIGH SCHOOL	REIMB SERVICES FOR YOUTH SPORTS CAMP	2,700.00
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	71.09
DICK'S CLOTHING AND SPORTING GOODS	PC-WAFFLE BOTTOM HOME PLATE	556.77
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	5,290.54
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	5,290.54
JESSICA BOTTS	REFUND SWIMMING LESSONS	80.00
KELSEY JOHNSON	REFUND SWIMMING LESSONS	40.00
MENARDS	PC-DRILL BIT, SCREWS, VULKEM-CASCIO	80.30
MIDWEST IMPRESSIONS	UMPIRE T-SHIRTS	183.50
THANKSGIVING LUTHERAN CHURCH	2025/06/26 MUSIC IN THE PARKS	400.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	17.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	30.56
WESTLAKE ACE HARDWARE	PC-FASTENERS, SPRAY PAINT, TACKS, FASTENERS-POOLS	54.84
		\$ 16,653.58

FACILITY MAINTENANCE

AE SUPPLY	PC-BOTTLE FILLER VALVE KIT-PD	117.00
ALFRED BENESCH & COMPANY	BPW-250101 BIORETENTION GARDEN SVC 2025/03/10-04/13	1,911.00
AMAZON.COM, LLC	PC-PRINTER SUPPLIES, CLEANING SUPPLIES, FLOOD LIGHTS, GLOVES, HEAVY DUTY MARK REMOVER	568.73
ARROW DISTRIBUTING INC	PC-INSTALL STORM DOOR-FM OFFICE	604.54
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	139.29
BUILDERS SUPPLY COMPANY	PC-AIR VENT TURBINE-STREET	117.35
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	47.99
CERRIS SYSTEMS NORTH CENTRAL, INC	A/C IN PD CONFERENCE ROOM RUNNING HOT	1,550.00
CERRIS SYSTEMS NORTH CENTRAL, INC	3 HPs DOWN-1510 WALL ST	2,812.75
CONCRETE COUNTERTOP SOLUTIONS	PC-SQUARE EDGE COUNTERTOP, SCREWS-BALDWIN	282.34
ECHO GROUP, INC	PC-FLOOD LAMP, LUMEN KNUCKLE, FLOUR LAMP, LIGHTING	545.10
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	13,835.37
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	13,835.37
GEARHART CONSTRUCTION & PLUMBING INC	BUILD BATHROOM ADDITION-DIST 3	28,000.00
GEARHART CONSTRUCTION & PLUMBING INC	REPAIR FIRE HYDRANT-DIST 4	2,103.73
GEARHART CONSTRUCTION & PLUMBING INC	REPAIR FIRE HYDRANT-TRAINING SITE	3,129.98
GEARHART CONSTRUCTION & PLUMBING INC	REPAIR TOILET CARRIER, ADD SUPPORT	3,354.44
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE MAIN SHUTOFF-DIST 2	2,216.43
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE WATER HEATER-LIBRARY	1,059.45
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE FIRE HYDRANT-FLEET	2,697.86
GRAINGER	PC-BACKFLOW PREVENTER REPAIR KIT-HAWORTH	384.67
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,088.65
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE173904	6.90
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE387012	34.10
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE531772	18.27
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE537731	1.22
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 ILA057815	3.65
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 ILA068052	0.40
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 NGM351570	1.22
HGM ASSOCIATES INC	BPW-250201 LIBRARY PARKING LOT REPAIR THRU 2025/05/15	7,389.95
HOUSE OF VACUUMS	PC-FLOOR CLEANER REPAIR	240.00
JACKSON SERVICES, INC	DOOR MAT SERVICE -CITY BUILDINGS	143.90
KEN BROOKE ROOFING, INC	REPLACE ROOF SHEETING, ADD'L SHEETING-BALDWIN FIELD	9,040.00
KEN BROOKE ROOFING, INC	REMOVE LOOSE CAULKING ON WINDOWS AND ROOF-DIST 4	13,601.23
LOGAN CONTRACTORS SUPPLY	PC-ALERT BRICK RED-SR CTR	110.00
MENARDS	PC-6-PANEL STEEL DOOR-FM OFFICE, CLEANING SUPPLIES, CORDLESS VINYL BLINDS, DOOR STOPS, LIGHTS, LUMBER, ROOF EDGING, STEEL PANELS, 23FT LADDER, FERTILIZER	2,281.08
OMAHA DOOR & WINDOW COMPANY, INC	PC-ALUMINUM, DOOR CLOSER, INSTALL DEADLOCK	1,594.45
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	38.84
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	53.01
OVERHEAD DOOR CO OF OMAHA	PC-QUICK DISCONNECT ARM-DIST 4	22.50
PAT RUSH	REIMB SWIM POOL OPERATOR CERTIFICATE	40.00
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	161.00
SECURITY EQUIPMENT INC	2025/05/22-09/30 SECURITY MONITORING (4)	216.66
SECURITY EQUIPMENT INC	FIRE ALARM COMMUNICATORS (4)	5,848.00

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FACILITY MAINTENANCE (CONT'D)

SHERWIN WILLIAMS CO	PC-PAINT-DIST 2	132.01
SUN VALLEY LANDSCAPING	EROSION CONTROL-WILSHIRE DR	5,265.00
TITANIUM FIRE SPRINKLER COMPANY	5 YEAR INTERNAL PIPE INSPECTION	1,450.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	64.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	67.72
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	83.89
WESTLAKE ACE HARDWARE	PC-BALL VALVE, GASKET MAKER, BROOMS, DUST PANS, CLEANING SUPPLIES, PAINT SUPPLIES	139.62
		\$ 128,451.40

CEMETERY

AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2025/06/06-07/05 COPIER EXPENSE	15.45
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	12.71
COX BUSINESS SERVICES	2025/05/22-06/21 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	3,065.29
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	3,065.29
KEN BROOKE ROOFING, INC	RE-ROOF CEMETERY SHACK BLDG ENTRANCE	3,880.00
KEN BROOKE ROOFING, INC	ROOF INSTALLATION-CEMETERY BLDG	9,780.00
MENARDS	PC-CEMENT PATCH, TOP SOIL, MULCH	473.40
SITONE LANDSCAPE SUPPLY	PC-GRASS SEED, LIQUID HERBICIDE	3,442.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	22.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	26.99
WESTLAKE ACE HARDWARE	PC-SCREWS, CONCRETE MIX	26.94
		\$ 24,034.73

STREETS

AMAZON.COM, LLC	PC-55GAL TRASH BAGS, CIRCULAR SAW, CLEANING SUPPLIES	512.03
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	272.19
AVERY RENTS	PROPANE FOR ASPHALT TACK	52.87
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	79.98
CONCRETE SUPPLY, INC	CONCRETE	1,375.50
CROW LAWN CARE LLC	2025/04/21-05/02 ROW MOWING-CYCLE 1	10,982.88
CROW LAWN CARE LLC	2025/05/05-05/21 ROW MOWING-CYCLE 2	10,982.88
DULTMEIER SALES LLC	(2) BRINE HOPPER AND FRAME, TOPSKIRT KIT	153,800.00
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	45,059.49
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	45,059.49
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE231905	18.68
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE642709	2.44
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE697769	2.44
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2025/03/29-04/25	19,056.38
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMP PLAN 2025/01/01-04/25	1,111.02
JEO CONSULTING GROUP, INC	BPW-250120 BELLEVUE INDUSTRIAL RD DRAINAGE THRU 2025/05/23	2,058.75
MARTIN ASPHALT	BULK ASPHALT TACK	240.00
MATHESON TRI-GAS INC	PC-OXYGEN FOR TORCH	40.26
MENARDS	PC-CONCRETE FORMS, LUMBER, GLOVES, HAMMERS, SCRAPERS	834.73
METRO LANDSCAPE MATERIALS	MULCH	330.00
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, REMOVE GUARDRAIL, TRAFFIC CONTROL	5,375.00
NEBRASKA WATER ENVIRONMENT ASSOCIATION	PC-2025 GREAT PLAINS CONF-RIGGS	175.00
NEWMAN SIGNS INC	CHEVRON ARROW, HAZARD MARKERS, SIGNS	1,153.39
OMAHA PUBLIC POWER DISTRICT	2025/03/03-03/31 MONTHLY SERVICE	60.54
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	252.32
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	10,519.39
OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	67.28
OMAHA PUBLIC POWER DISTRICT	2025/04/18-05/19 MONTHLY SERVICE	214.04
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	290.18
OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	10,512.73
OMAHA PUBLIC POWER DISTRICT	2025/04/29-05/29 MONTHLY SERVICE	100,673.21
OMNI ENGINEERING	ASPHALT	1,284.86
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	8,356.88
STREETSCAN USA, INC	2025/07/14-2028/07/13 BPW-250401 ASSESSMENT MGT SOFTWARE	28,687.50

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STREETS (CONT'D)

THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS RECON PROJ 2025/04/30M	10,996.60
TRAVELERS	2025/05/31M PAID LOSS RECOVERY	816.00
UMB BANK - TRUST OPERATIONS	Ser. 2017 HAFP Interest	48,835.00
UMB BANK - TRUST OPERATIONS	Ser. 2019 HAFP Principal	230,000.00
UMB BANK - TRUST OPERATIONS	Ser. 2019 HAFP Interest	24,546.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	1,014.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	262.31
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	330.58
UNIVERSITY OF NEBRASKA-LINCOLN	PC-PESTICIDE TRAINING-LUDWIG	95.00
WESTLAKE ACE HARDWARE	PC-WASHERS FOR BRIDGE DELINEATORS	5.49
		\$ 777,591.60

FLEET MAINTENANCE

A + UNITED RADIATOR REPAIR	PC-CLEAN/TEST AIR COOLERS	690.00
AA WHEEL & TRUCK SUPPLY, INC	SEALS, SIDE LOAD BREAKAWAY KITS, PINTLE HOOK MT, COMBO HITCH	541.95
AA WHEEL & TRUCK SUPPLY, INC	PC-BOLT CARRIER, U-BOLT KITS, LEAF SLIPPERS, SEAL, SWITCH	311.32
ALLIED OIL & TIRE COMPANY	DRY DIESEL, BULK OIL, ANTIFREEZE	2,642.50
AMAZON.COM, LLC	PC-HEADLIGHT, FILTERS FOR SHOP VAC, PRESSURE SWITCH GAUGE, STARTER ASSEMBLY, CABLES, SUPER GLUE	499.37
ARNOLD MOTOR SUPPLY	A/C TEMP CONTROL RELAY, ROTORS, BRAKE PADS, STEERING TIE ROD ENDS, MONROE SHOCKS	525.91
ARROW TOWING	HEAVY DUTY TOW-ST340	350.00
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	MOOG PARTS, BRAKLEEN, BUSSMAN PARTS, BALDWIN PARTS, PICO PARTS, DAYCO PARTS, PERMATEX SEALANT, AIR FILTER	1,013.78
BAUER BUILT TIRE & SERVICE	ALIGNMENTS, TIRES, WHEEL BALANCE	1,292.36
BAXTER FORD	PC-BOLTS, BRACKETS, BUCKLE, CLAMPS, DEFLECTOR, OIL, GASKETS BLADE ASSY, PULLEY, PUMP ASSY, SPARK PLUGS, TURBOCHARGER ASSY, FILTER CORES, CROSS MEMBER ASSY	12,765.62
BOBCAT OF OMAHA	PC-WHEEL RIM-ST214	197.82
CAPITAL BUSINESS SYSTEMS, INC	2025/04/20-05/19 COPIER EXPENSE	52.04
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	63.98
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR KIT, CHECK VALVE, PRIMER PUMP, VALVE, GASKET, STARTER MOTOR, OIL SENSOR, REGULATOR	1,911.68
CUMMINS SALES AND SERVICE	PRESSURE SENSOR-TRUCK21	226.33
CUMMINS SALES AND SERVICE	PC-PRESSURE SENSOR KIT, SENSOR, GASKETS, V-BAND CLAMP, CREDIT	(113.64)
DULTMEIER SALES LLC	PC-FULL PORT VALVE-ST24A	152.00
EDWARDS CHRYSLER DODGE JEEP RAM	PC-CLAMP, CONVERTER, STUDS, NUTS, LINKAGE WIPER	3,670.84
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	19,042.61
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	26,376.55
ETRAILER CORPORATION	PC-TOWSTOW BALL MOUNT, TRAILER HITCH RECEIVER LOCK	394.27
FACTORY MOTOR PARTS CO	SENSOR ASSY, WIPER BLADE ASSY	110.97
FLEET PRIDE	GREASE SEAL	131.92
FLEET PRIDE	PC-ADJ SCREW, SPRING ASSY, BOLT, EQUALIZER-PA677	133.40
FORCE AMERICA INC	PC-CARTRIDGE SOLENOID VALVE, PRESSURE SWITCH, VALVE CAP, COIL, GASKET	908.70
GEARUP 2 GO	PC-MOLLE PANEL	112.44
HARBOR FREIGHT TOOLS	PC-WELDING RODS-WW130	37.98
HAVIS, INC	PC-NON-WARRANTY REPAIR-FC12	438.18
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/31 BHE262116	19.08
HOTSY EQUIPMENT CO	FLOOR CLEANER	388.90
HOTSY EQUIPMENT CO	PC-FLOOR CLEANER, SERVICE OVERFLOW ISSUE, VAPOR CORR INHIBITOR, DEFOAMER	1,076.84
INDOFF, INC	BINDERS, COPY PAPER	114.57
INTERSTATE BATTERIES	PC-BATTERIES	974.08
J & J SMALL ENGINE SERVICE	PC-ANCHOR CLUTCH, BLADES, BELT, SPRING, TRAILING SHIELD	316.46
JACKS UNIFORMS & EQUIPMENT	PC-UPPER CENTER BLK LENS-FC12	59.95
JIM HAWK TRUCK TRAILERS	SYNFLEX TUBING	98.20
JIM HAWK TRUCK TRAILERS	PC-DRYER CARTRIDGE	78.48
KEN MEYER DISTRIBUTING, INC	BRAKE FLARING TOOL	8.82
KRIHA FLUID POWER CO	PC-COUPLER ASSY, PIPE REDUCER, HOSE W/FITTINGS, SWIVEL PIPE	988.86
LEISURE LIFE SPORTS	PC-BATTERY CHARGER, CENTER MIRROR KIT-PO814	169.98
LIQUIDSPRING, LLC	PC-HW STEERING SERVICE, KIT-MED41	234.81
MACQUEEN EQUIPMENT, LLC	PC-BRAKE PAD KIT, DIRT SHOE SCRAPERS, RIDE HEIGHT INDICATOR, WATER GAUGE	1,875.55
MARKING REFRIGERATION, INC	REFRIDGERANT RECOVERY & RECHARGING NEW UNIT	5,100.00
MATHESON TRI-GAS INC	2025/05/31M CYLINDER RENTAL-FAB	240.80

MINUTE RECORD

CLAIMS FOR 2025/06/17 COUNCIL MEETING

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FLEET MAINTENANCE (CONT'D)

MIDLANDS AUTO REPAIR	PC-WHEEL ALIGNMENT-PO628	125.00
MURPHY TRACTOR	PC-WINDOW-ST27	413.51
NAPA AUTO PARTS	URBOLIFT HATCHBACK SUPPORTS, PROSOFT TOUCH SWITCHES, FITTINGS, HOSE CLAMPS, FILTERS, OUTLET BOXES	1,302.43
NEBRASKA FURNITURE MART	PC- OFFICE CHAIRS	639.98
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	HEX NUTS, WASHERS, CAP SCREWS, NYL TERMINALS, COTTER PINS, GREASE FITTINGS, NYLON TERMINALS	105.28
NOREGON SYSTEMS	PC-2025/04/01-2026/03/31 JPRO RENEWAL	2,199.00
NORTH CENTRAL AMBULANCE SALES	HEAVY DUTY SLIDES-MED21	151.54
OMAHA WINDUSTRIAL	TEES, FLANGE SPIGOT-ST24A	482.91
OTE INTERNATIONAL HOLDINGS, LLC	COOLER REFURBISH KIT-MED 1	729.13
P&M HARDWARE	PC-GLUE, PRIMER-ST24A	22.98
POWERPLAN	RADIATOR HOSE-WW150	79.90
PRECISE MRM LLC	PC-2025/02/28M FLAT DATA PLAN	138.00
ROGER'S TOWING	PC-TOW CHARGE-PO628	100.00
STATE STEEL	PC-HOT ROLLED, FLOOR PLATE-ST SIGN	638.76
SWAN ENGINEERING, LLC	PC-O-RINGS, POLY PAK, WIPERS	215.19
TRUCK CENTER COMPANIES-OMAHA	TXV ASSY-SERVICE KIT, J BLOCK-AC UNIT, RECEIVER DRIER, SEALS	308.55
TURFWERKS	PC-DISPLAY PANEL, FILTERS, WHEEL & TIRE, SWITCH	1,448.73
TY'S OUTDOOR POWER & SERVICE	PC-CREDIT-WELDMENT BRUSH	(807.82)
TY'S OUTDOOR POWER & SERVICE	WASHER	40.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	272.76
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	153.22
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	196.42
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	363.31
WATEROUS COMPANY	PC-GASKETS, VALVE REPAIR KITS, TRANSMISSION ASSY, GEAR DRIVE, SHAFT DRIVE	5,235.30
WATEROUS COMPANY	SINGLE STAGE FIRE PUMP SN 186093-ST24A	11,905.00
WAYTEK, INC	PC-MAXI FUSE HOLDER-PO814	86.07
		\$ 112,818.09
SOLID WASTE		
CITY OF OMAHA	2025/04/30M COMPOST	8,068.23
PAPILLION SANITATION	2025/04/29-05/13 GLASS RECYCLE	667.75
		\$ 8,735.98
PLANNING		
AMERICAN PLANNING ASSOCIATION	2025/07/01-2026/06/30 MEMBERSHIP DUES-T PALM	508.00
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	46.43
CAPITAL BUSINESS SYSTEMS, INC	2025/04/18-05/17 COPIER EXPENSE	90.59
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	31.99
COLUMN SOFTWARE, PBC	LEGAL AD	15.27
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	3,072.82
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	3,072.82
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE195089	2.06
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	SOUTH SARPY WS INTERLOCAL PARTNERSHIP FEES 2024/06-2024/10	7,282.00
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	PAPIO CREEK WS INTERLOCAL PARTNERSHIP FEES 2024/06-2025/05	190,429.46
SARPY COUNTY TIMES	2025/05/14-2026/05/13 SUBSCRIPTION RENEWAL	139.99
TAMMI PALM	REIMB ICSC ENTERTAINMENT DIST CONF EXP	1,655.03
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	28.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	41.20
VITAL SIGN, CO	REFUND FOR SIGN APPLICATION-909 FT CROOK RD	510.00
		\$ 207,011.42
PERMITS & INSPECTIONS		
AMAZON.COM, LLC	PC-CHARGING CABLE	8.08
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	645.63
CAPITAL BUSINESS SYSTEMS, INC	2025/04/18-05/17 COPIER EXPENSE	212.19
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	31.99
CORNHUSKER AUTO WASH	2025/05/31M CAR WASH	38.31
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	12,962.50
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	12,962.50
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE195089	2.75
INTERNATIONAL CODE COUNCIL, INC	PC-2025/05/01-2028/05/01 RENEW MEMBERSHIP-MCBREEN	330.00

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CLAIMS FOR 2025/06/17 COUNCIL MEETING

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PERMITS & INSPECTIONS (CONT'D)

NORATEK SOLUTIONS INC	SOFTWARE CONSULTING	5,500.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M LIFE	82.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M LTD	107.27
		\$ 33,139.99

POLICE

4 ALL PROMOS	PC-SWAG FOR RECRUITING	2,145.35
AMAZON.COM, LLC	PC-CARD READER, OFFICE SUPPLIES, RATCHET STRAPS, BATTERIES FOR DRONE, PRINTER SUPPLIES, WIRELESS SCANNER, ROUTER, PROJECTOR & SCREEN	4,450.18
AMAZON WEB SERVICES, INC	2025/05/31 M WEB SERVICE	1,056.51
AMERICAN AIR LINES	PC-AIRFARE FOR TRAINING-SECRIST	350.97
AMERICAN COUNCIL ON EXERCISE	PC-2025/03/13-04/13 TRAINING MEMBERSHIP-BANKS	34.95
A-RELIEF SERVICES	2025/05/01-05/28 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	5,440.92
BODY BASICS FITNESS EQUIPMENT	PC-HELIX LATERAL TRAINER	3,649.00
CAPITAL BUSINESS SYSTEMS, INC	2025/04/17-05/16 COPIER EXPENSE	420.42
CAVMAC-ACTUARY CONSULTING SERVICES	BENEFIT CALCULATIONS	450.00
CCAP AUTO LEASE	2025/05/31 M USPS VEHICLE LEASE	696.68
CCAP AUTO LEASE	2025/06/30 M USPS VEHICLE LEASE	696.68
CELLEBRITE USA CORP	PC-CERTIFIED OPERATOR/ANALYST INSEYETS-ZALESKI	4,850.00
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	223.91
CORNHUSKER AUTO WASH	2025/05/31 M CAR WASH	38.31
DALLAS CHILDREN'S ADVOCACY CENTER	PC-CRIMES AGAINST CHILDREN CONF-MILLER	895.00
DJ'S DUGOUT	PC-LUNCH FOR INTERVIEWS	133.16
EMPLOYEE BENEFITS SYSTEMS	2025/05/31 M HEALTH INSURANCE	180,194.54
EMPLOYEE BENEFITS SYSTEMS	2025/06/30 M HEALTH INSURANCE	183,845.04
EXPEDIA	PC-RENTAL CAR FOR TRAINING-SECRIST	210.38
FBI LEEDA	PC-FBI MEDIA/PUBLIC RELATIONS TRAINING-MANNING	795.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	21.97
FIRST WIRELESS, INC	HEADSETS FOR COMMAND POST	2,321.49
FIX IT STICKS	PC-SINGLE HEX BITS	8.49
GREAT PLAINS UNIFORMS	PIPES AND DRUMS BADGE, UNIFORM ITEMS	742.00
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE195089 Police	48.80
HILTON DALLAS LINCOLN CENTRE	PC-LODGING FOR TRAINING-PAGE, SMUTNY	2,912.52
INTERNATIONAL ASSOCIATION OF CRIME	PC-IACA TRAINING CONF-ZALESKI	575.00
J P COOKE COMPANY	NOTARY POCKET STAMP-BOYLE	65.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.41
JR BADGES	JUNIOR POLICE OFFICER BADGES, SHIPPING	1,469.00
LA MESA	PC-LUNCH INTERVIEWS	92.00
MATRIX BUSINESS SYSTEMS INC	2025/05/01-30 COPIER EXPENSE	327.56
MBF INDUSTRIES, INC	PC-SHIPPING CHARGES	22.92
MYZONE, INC	PC-2025/03/31 M WELLNESS PROGRAM	75.00
NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS	PC-BEYOND BASICS OF FIELD TRAINING-SECRIST	250.00
NEB ASSOC OF PROPERTY & EVIDENCE CLERKS	2025/07/01-2026/06/30 MEMBERSHIP DUES (5)	150.00
NEBRASKA SECRETARY OF STATE	PC-2025/04/01-2026/03/31 NOTARY RENEWAL-PLEISS	30.00
OMNI ORLANDO RESORT	PC-DEPOSIT ON LODGING FOR TRAINING-ZALESKI	204.96
PEPPERBALL	PC-ARMORER COURSE-HOLWERDA	549.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/03/26-04/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/04/02-05/01 EVIDENCE STORAGE	164.00
PRIORITY 1 FITNESS	PC-CABLE FOR WEIGHT MACHINE	129.95
SCHOOL OUTFITTERS	PC-LOW PROFILE GLASS MARKERBOARDS	3,643.99
SHERWIN WILLIAMS CO	PC-PAINT	1,037.94
SOUTHWEST AIRLINES	PC-AIRFARE FOR TRAINING-MILLER, ZALESKI	809.97
THOMSON REUTERS - WEST	2025/05/31 M ON-LINE SOFTWARE SUBSCRIPTION	496.00
TRAVELERS	2025/05/30 AUTO LIABILITY CLAIMS	8,686.99
TX PAPILLION LLC	2025/05/31 M CAR WASH	29.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M DENTAL INSURANCE	3,303.44
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M LIFE	776.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31 M LTD	1,896.21
VERIZON WIRELESS	2025/05/24-06/23 MONTHLY SERVICE	660.63
VISTA PRINT	PC-BUSINESS CARDS	52.98
		\$ 422,587.81

MINUTE RECORD

CLAIMS FOR 2025/06/17 COUNCIL MEETING

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	221.16
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, PRINTER SUPPLIES, 2 BOAT ANCHORS, LIFE PRESERVER RINGS, WIRELESS SCANNER, WATERPROOF CLOTHING, PVC PIPE, CLEANING SUPPLIES	1,475.12
ANN HICKS	REFUND FOR SERVICES	16.22
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	1,935.99
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	127.97
DXP ENTERPRISES, INC	COMBUSTABLE SENSOR	873.00
EC DATA SYSTEMS, INC	PC-2025/03/31M SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	133,889.25
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	133,329.29
FIRST WIRELESS, INC	HEADSETS FOR COMMAND POST	2,321.50
HEARTLAND NATURAL GAS LLC	2025/04/30-2025/05/30 BHE235679	38.57
JD CASEY CO INC - WEST	PC-CARWASH SOAP	100.00
MENARDS	PC-GAS CANS, COIL, ROPE, CLEANING SUPPLIES, STORAGE CABINETS, SUPPLY ORGANIZERS, BOTTLED WATER	848.35
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	33.08
OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	33.08
PROPROFS	PC-2025/04/05-2026/04/05 ONLINE TEST PLATFORM SUBSCRIPTION	479.64
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	2,594.12
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	598.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	1,347.42
WESTLAKE ACE HARDWARE	PC-WIRE ROPE, MAGNETS	28.47
WPSG, INC	PC-SMOKE FLUID FOR FOG MACHINES	951.37
		\$ 281,249.59

NON-DEPARTMENTAL-CONTRACT

ABBY HIGHLAND	2025/04/30M CONSULTING FEE	812.50
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	82.04
COURTYARD BY MARRIOTT	PC-DEPOSIT FOR IMPACT OF AI SEMINAR	375.00
GREAT PLAINS COMMUNICATIONS LLC	2025/06/30M MONTHLY SERVICE	480.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	2024 BELLEVUE ANNUAL REPORT	29,391.75
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2025/04/30M MAT SERVICE 1993 MILES	6,430.00
SARPY COUNTY COURT HOUSE	2025/07/31M ANIMAL CONTROL	17,530.00
SAVVYAPPROVED.LLC	PC-FLYERS FOR AI CONF	75.00
SCOTT WELCH	PC-2025/03/31M WEB MAINTENANCE	125.00
		\$ 55,301.29

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-CHARGER BLOCK, DOOR SENSORS STARTER KIT, WALL CHARGERS, AC ADAPTER POWER SUPPLY, USB CABLES, APC UPS BATTERY BACKUP	1,209.04
APD LOCKSMITH	PC-DUPLICATE KEYS	40.80
CARASOFT TECHNOLOGY CORPORATION	2025/06/22-2026/05/21 ENDPOINT SECURITY & CIS SERVICES	25,608.00
HOME DEPOT	PC-METAL HOLE SAW KIT	49.97
JOHNSON OUTDOORS MARINE ELECTRONICS, INC	PC-ETHERNET CABLES	275.97
MENARDS	PC-STRAPS, SCREWS, TV MOUNT, SPEAKER WIRE	143.26
WASABI TECHNOLOGIES, LLC	PC-2025/02/12-03/11 MONTHLY CLOUD STORAGE	145.98
		\$ 27,473.02

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/05/31M BELLEVUE BAY INDOOR WATERPARK SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2025/05/31M BELLEVUE BAY INDOOR WATERPARK REIMBURSABLE EXP	3,635.41
HOLLAND BASHAM ARCHITECTS, INC	2025/03/31 PROFESSIONAL SERVICES	210,130.00
MCL CONSTRUCTION	2025/02/28M BELLEVUE INDOOR WATERPARK	1,109,249.62
		\$ 1,335,515.03

WASTEWATER

AIRGAS USA, LLC	REPLACEMENT SENSORS AND FILTERS	701.56
AMAZON.COM, LLC	PC-PRINTER SUPPLIES	83.96
ARMOR EQUIPMENT	CLAMPING SET REPAIR, BULLDOG ANTI BLAST 80 SERIES	4,329.48
AT&T MOBILITY	2025/04/22-05/21 MONTHLY SERVICE	690.06
CAPITAL BUSINESS SYSTEMS, INC	2025/04/09-05/08 COPIER EXPENSE	66.28
CENTURY LINK	2025/05/13-06/12 MONTHLY SERVICE	228.66
CENTURY LINK	2025/05/22-06/21 MONTHLY SERVICE	694.61
COX BUSINESS SERVICES	2025/05/12-06/11 MONTHLY SERVICE	208.00

MINUTE RECORD

CLAIMS FOR 2025/06/17 COUNCIL MEETING

WASTEWATER (CONT'D)

COX BUSINESS SERVICES	2025/05/18-06/17 MONTHLY SERVICE	91.49
DC ELECTRIC/HEARTLAND LIGHTING	REMOVE AND REPLACE LIGHT POLE DUE TO ACCIDENT	15,190.00
ELLIOTT EQUIPMENT CO	FLANGE COMPANION TAPERED SHAFT	539.04
EMPLOYEE BENEFITS SYSTEMS	2025/05/31M HEALTH INSURANCE	19,967.00
EMPLOYEE BENEFITS SYSTEMS	2025/06/30M HEALTH INSURANCE	19,967.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	PC-2025/04/10-2026/05/16 ARCGIS ENT ANNUAL SUBSCRIPTION	770.96
FASTSIGNS	PC-RETRACTABLE BANNER	236.09
GRAINGER	GAS CALIBRATION	193.73
HDR ENGINEERING, INC	BPW-211123 HAWORTH PRAK WW COLLECTION SYS 2025/05/04-05/31	7,643.25
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION EVAL 2025/05/04-05/31	24,061.26
HDR ENGINEERING, INC	BPW-250115 TWIN CREEK SIPHON 2025/05/04-05/31	11,993.86
MENARDS	PC-GLOVES, CABLE TIES, SEALANT, GLUE, OIL, WIRE NUTS, HOSE, PVC PIPE, TRANSFER PUMP, BUTANE TORCH	543.25
NAPA AUTO PARTS	PC-GREASE, COUPLERS	55.66
NEBRASKA WATER ENVIRONMENT ASSOCIATION	PC-2025 GREAT PLAINS CONF-RAMOS	275.00
PRECISE MRM LLC	2025/04/30M FLAT DATA PLAN	253.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,051.36
TRAVELERS	2025/05/30 AUTO LIABILITY CLAIMS	13,840.00
UMB BANK - TRUST OPERATIONS	Ser. 2018 Wastewater Rev Principa	140,000.00
UMB BANK - TRUST OPERATIONS	Ser. 2018 Wastewater Rev Interest	15,131.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M DENTAL INSURANCE	530.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LIFE	120.27
UNITED OF OMAHA LIFE INSURANCE CO	2025/05/31M LTD	149.16
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS, GARDEN HOSES, HEAT SHRINK, CABLE	209.70
		\$ 279,815.84

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	100.27
		\$ 100.27

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/04/30M CONSULTANT EXPENSES	5,350.00
		\$ 5,350.00

ECONOMIC DEVELOPMENT

PHILADELPHIA INSURANCE COMPANIES	PC-DIRECTOR'S INSURANCE-PRAIRIE HILLS FARM	25.75
		\$ 25.75

FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2025/05/22-06/21 MONTHLY SERVICE	758.61
		\$ 758.61

G.O. BONDS

UMB BANK - TRUST OPERATIONS	Ser. 2019 PSTAB Interest	66,975.00
UMB BANK - TRUST OPERATIONS	SID 269 Ser. 2019 Interest	3,746.25
		\$ 70,721.25

TOTAL CLAIMS FOR 2025/06/17	\$ 4,355,974.41
TOTAL PAYROLL FOR 2025/06/06	\$ 1,888,313.53

City of Bellevue
Nebraska
Office of the Mayor

**Pollinator
Proclamation 2025**

- WHEREAS,** pollinators such as bees, butterflies, and other insects play a vital role in maintaining healthy ecosystems and supporting food production; and
- WHEREAS,** pollinator populations are in decline worldwide, posing serious risks to food security and environmental health; and
- WHEREAS,** it is essential that we take action to protect these valuable species and the habitats they rely on; and
- WHEREAS,** the City of Bellevue proudly became the first Bee City USA in Nebraska, demonstrating our commitment to creating pollinator habitats by increasing native plants and nesting sites, reducing pesticide use, and educating the public; and
- WHEREAS,** the National Wildlife Federation has designated June as National Pollinators Month to raise awareness of the importance of pollinators, and Nebraska further recognizes this effort with Nebraska Pollinator Week, observed during the third week of June;

NOW, THEREFORE, I, Mayor Rusty Hike, do hereby proclaim that **every day** in Bellevue, Nebraska, is a day to recognize and celebrate the vital role of pollinators and our shared responsibility to protect them, in honor of our ongoing conservation efforts.



A handwritten signature in cursive script, appearing to read "Rusty Hike".

Mayor Rusty Hike



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: June 10th, 2025

SUBJECT: Reappointment to the Bellevue Library Advisory Board

Please consider the following for reappointment to the Bellevue Library Advisory Board she will serve another five-year term ending June 2030.

Evonne Edgington
2009 Pleasantview Lane
Bellevue, NE 68005
402-250-1974

A handwritten signature in black ink, appearing to be "RH", is located to the right of the contact information for Evonne Edgington.



We Influence The World!

City of Bellevue
Library

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

To: Rusty Hike, Mayor
From: Julie Dinville, Library Director
Subject: Library Advisory Board Re-appointment
Date: June 10, 2025

I respectfully recommend the re-appointment of Evonne Edgington as a member of the Bellevue Library Advisory Board. If approved, Ms. Edgington would fill a full, five-year term ending June 30, 2030.

Ms. Edgington currently serves as president of the Library Advisory Board and is also a member of the Bellevue Library Foundation. She has lived for more than 30 years in Bellevue, formerly served in the military, and was a librarian at the Offutt Base Library and with the Omaha Public Library system before retiring a few years ago.

Evonne has a great love for libraries as she has demonstrated through her professional career and in her willingness to volunteer her time to support the Bellevue Library by serving on the Board and Foundation. In addition, she was for many years the president of the Friends of the Bellevue Public Library (and still volunteers in our bookstore as a Friends member) and donated many hours to the Fundraising Committee which worked on our building project.

Please let me know if you need any additional information on this matter.

And, thank you for your consideration regarding this re-appointment request,

Julie Dinville,
Library Director

June 09, 2025

Mayor Hike:

I am requesting to get approval to remain a member of the Bellevue Library Board. I have been a library board member for over three years. I am the current President of the Library Board. I was a member of the Fundraising group that was involved with building the new library. I enjoy using the Bellevue Public Library and also being involved with the library as a member and a member of the Friends of the Bellevue Public Library.

Thank you.

Evonne Edgington
2009 Pleasantview Lane
Bellevue, Nebraska
eedgington56@gmail.com
402-250-1974

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 6/17/2025		SUBMITTED BY: Susan Kluthe, 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:

Event License Application for Kevin Power, (Private Fundraiser)

SYNOPSIS/BACKGROUND:

Approve request of an Event License Application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee.

FISCAL IMPACT: \$50 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 an Event License Application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee

ATTACHMENTS:

- Application for Event License
- Comments from PD, Streets, & Parks
- Certificate of Insurance from Thanksgiving Church
- Certificate of Insurance from Cherish Riding
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]



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: BELLEVUE FOOD PANTRY Date: 4/29/25

Contact Person Information for Organization:

Name: KEVIN POWER Phone: 402-960-2579 Email: HOUSEOFFPOWER24@GMAIL.COM

Address: 108 FOX MEADOW COURT City: BELLEVUE State: NE Zip: 68005

Event Information:

Event Name: PRIVATE PAK-THE-PANTRY NEIGHBORHOOD COLLECTION PARTY (12TH ANNUAL)

Location of Event/Alternate Location:

108 FOX MEADOW COURT, BELLEVUE

Dates of Event: 07/26/25 Alternate Dates: NONE Hours of Event: 7-12 WITH LIVE MUSIC FROM 8-11

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

- 1. Sanitary Facilities: HOME
- 2. Running Water: HOME
- 3. Power: HOME
- 4. Parking: NEIGHBORHOOD (NEIGHBORS ARE INVOLVED)
- 5. Insurance: PRIVATE EVENT- NOT OPEN FOR GENERAL PUBLIC

(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: KEVIN C POWER

Digitally signed by KEVIN C POWER
DN: C=US, E=KPE@KPE-INC.COM, O=KPE, CN=KEVIN C POWER
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.04.29 14:05:36-0500

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 6/11/25.
City Council hearing date: 6/17/25
License Fee of \$50 paid on: waived Receipt #:



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 Goedecken

FROM: Susan Kluthe

DATE: June 2, 2025

SUBJECT: Approve request of an application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, June 9, 2025 . I can be reached at (402) 293-3007 or 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

No comments or concerns from Police.

Capt. Kurt Stroehler

Digitally signed by Capt. Kurt Stroehler
Date: 2025.06.02 16:28:07 -05'00'

Signature or Fill in Your Name

6-2-25

Date

Shirley Harbin

From: Kurt Stroehler
Sent: Monday, June 2, 2025 6:20 PM
To: Shirley Harbin
Subject: Fwd: Event Review Form for Kevin Power

Looks like Larry forgot to include you on this.

I think that as long as they kill the music at 11:00 PM, and assuming it's not STUPID loud, it'll be fine.

Kurt

Begin forwarded message:

From: Larry Lampman <Larry.Lampman@bellevue.net>
Date: June 2, 2025 at 6:16:02 PM CDT
To: Kurt Stroehler <Kurt.Stroehler@bellevue.net>, John Stuck <John.Stuck@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Re: Event Review Form for Kevin Power

My only input is the same every year. This does not allow the music to be played with possible disturbing the peace issues.

Get [Outlook for iOS](#)

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Monday, June 2, 2025 4:15:19 PM
To: Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; John Stuck <John.Stuck@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Event Review Form for Kevin Power

Attached is an event review forma and event application for:

Approve request of an application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee.

Return the completed review form to the Clerk's office to both Susan Kluthe at susan.kluthe@bellevue.net and shirley.harbin@bellevue.net by Monday, June 9, 2025

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue

Notice of Public Hearing
Private Charity Event

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, June 17, 2025, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Kevin Power to host a Private Charity Event to raise donations for the Bellevue Food Pantry from 6:00 p.m. until 12:00 a.m. on Saturday, July 26, 2025.

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
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 17, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Request to approve the Master Plan for the Bellevue Entertainment District area. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:
Olsson has been working with city officials to create a master plan for the city's newly platted and rezoned Entertainment District. The property is presently zoned Mixed Use (MU). The proposed plan shows a dense, mixed use area consisting of entertainment, commercial, retail, restaurant, office, and residential uses. The plan shows connected development, which is walkable and pedestrian friendly. The plan offers an ample amount of open/green space to allow for amenities such as public art and gathering spaces.

FISCAL IMPACT: n/a BUDGETED FUNDS?: GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
The Planning Department and Planning Commission are recommending approval of the Bellevue Entertainment District Master Plan.

- ATTACHMENTS:
- PC Recommendation
 - Planning Department Memo
 - Resolution No. 2025-10
 -
 -
 -

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel Willis

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

Case #: 186

CITY COUNCIL HEARING DATE: June 17, 2025

REQUEST: to approve the Bellevue Entertainment District Master Plan.

On May 22, 2025, the City of Bellevue Planning Commission voted five yes, zero no, four absent and zero abstained:

APPROVAL recommend approval of the Entertainment District Master Plan as presented.

VOTE:

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

Planning Commission Hearing (s) was held on: May 22, 2025



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

TO: City Council
Jim Ristow, City Administrator
Mayor Rusty Hike
FROM: Tammi Palm, Planning Director
DATE: June 10, 2025
RE: Bellevue Entertainment District Master Plan

The city has been working with Olsson for engineering and planning assistance for the newly platted Bellevue Entertainment District near the northwest corner of Highway 75 and Hidden Valley Drive. Part of this process has been the development of a master plan for the area bounded by the old Platteview Road on the north, Highway 75 to the east, and Hidden Valley Drive to the south.

The property is presently zoned Mixed Use. The MU District is intended to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The MU District permits mixing residential areas with workplaces and services. Development in the MU District must accommodate diverse transportation systems, including pedestrian and bicycle movement, and integrate them with surrounding environments. The proposed plan represents these concepts.

The Bellevue Bay Waterpark will soon be under construction in the southeast corner of the property. The plan proposes entertainment and hotel uses immediately surrounding the waterpark, along with a couple of parking garages. Entertainment venues could include options similar to Topgolf, indoor climbing/recreational facilities, and a casino, to name a few.

Mixed use and commercial uses are shown in the center of the property. This would include a mix of commercial, retail, restaurants, and office, while allowing for the potential of residential uses above. High density residential is proposed along the western edge of the property.

The Plan is walkable and pedestrian friendly. The proposed street layout serves several purposes; not only to provide solid north-south and east-west connections, but they are designed as boulevards with landscaping islands and ample room for adjacent trails. It is vital that this

area must provide connectivity and trail options to allow for walkability from one area to another. Roundabouts are also shown to allow for traffic efficiency and to act as traffic calming along a busy north-south corridor.

The plan offers an ample amount of open/green space to allow for amenities such as public art and gathering spots. Two ponds are shown as amenities but will also serve as detention for the area. Plaza space is also shown throughout along the east-west corridors.

Parking will be provided through on-street options as well as several parking garages.

All projects developed in an MU District are subject to approval of a development agreement. These agreements must be approved by the City Council as development occurs and will provide city control over the type of development and its design. Conformance to the Master Plan will also play a role in the development of the Entertainment District.

There are three attachments to this memo:

1. Master Plan
2. Master Plan color-coded according to proposed use
3. Conceptual sketch of the Entertainment District

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the Entertainment District Master Plan.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends APPROVAL of the Bellevue Entertainment District Master Plan as presented.

RESOLUTION 2025-10

WHEREAS, the City of Bellevue has determined an Entertainment District Master Plan is beneficial to the long-term planning of the Bellevue Entertainment District; and

WHEREAS the proposed Master Plan "Bellevue Entertainment District" is attached to this Resolution as Exhibit "A;" and

WHEREAS, the City of Bellevue Planning Commission has held a public hearing and has recommended the City Council adopt the Bellevue Entertainment District Master Plan.

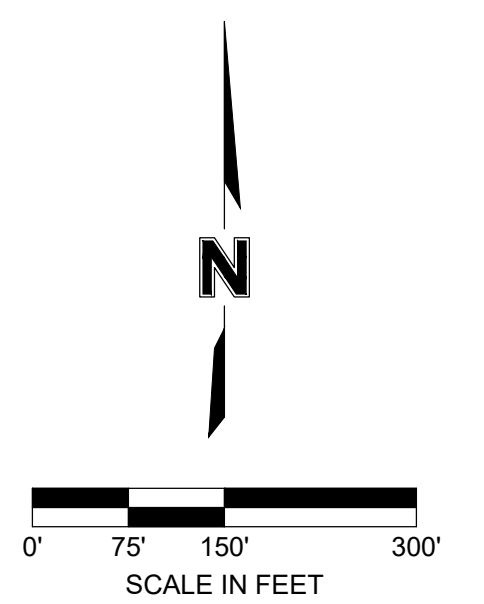
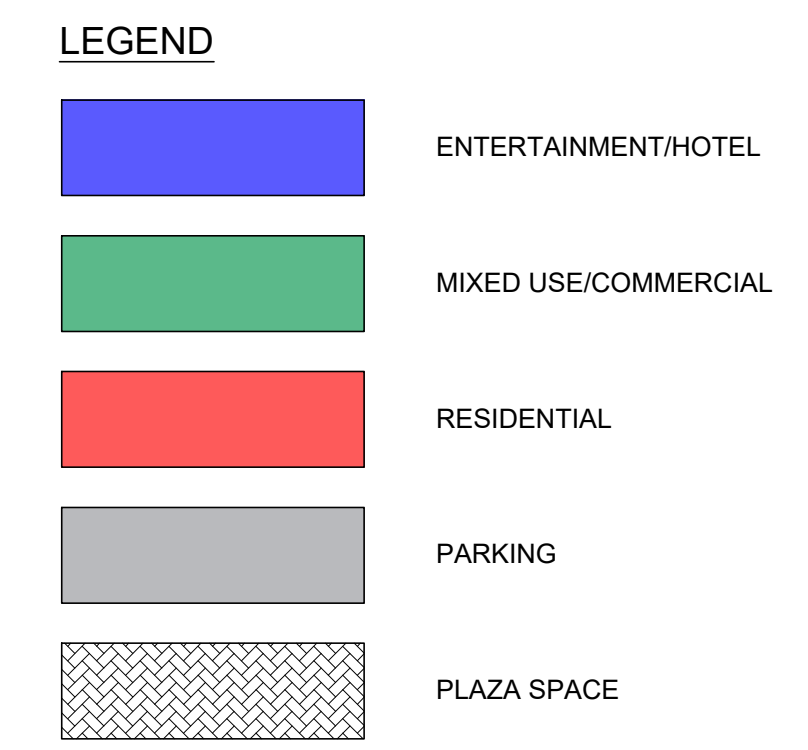
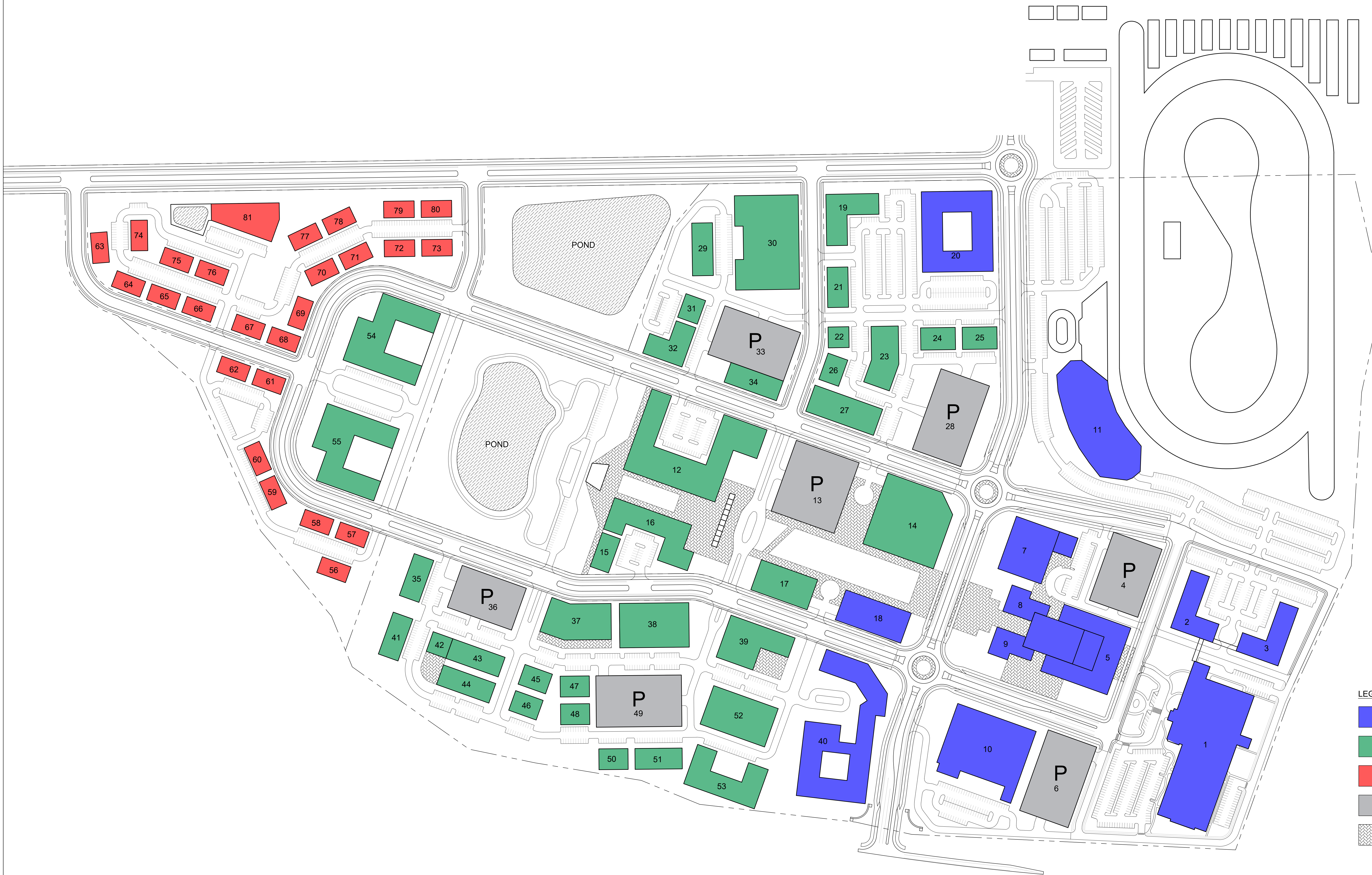
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska that the Master Plan "Bellevue Entertainment District" is hereby adopted as the guide for future growth and development of the Bellevue Entertainment District within the City of Bellevue and its extra-territorial zoning jurisdiction.

PASSED AND ADOPTED THIS 17th DAY OF JUNE, 2025

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



olsson

BY: _____

DESCRIPTION: _____

DATE: _____

REV. NO.: _____

MASTER PLAN

BELLEVUE ENTERTAINMENT DISTRICT

2025

REVISIONS

drawn by: _____

designed by: _____

project no.: 024-03706

date: 05.12.25

BELLEVUE, NE

SHEET

1 of 1

MASTERPLAN



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
6/17/2025

COUNCIL MEETING DATE: 06/17/2025		SUBMITTED BY: Tammi Palm		Planning Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Request to approve a park expenditure in the amount of \$437,325 for Sanitary and Improvement District No. 263 Brook Park.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #263 (Brook Park) is requesting park improvements in the amount of \$437,325. The SID is requesting to install updated playground equipment and seating. The Public Works, Planning, and Park Departments have all reviewed these plans and have found them acceptable.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff has reviewed this request and is recommending approval.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2025-11"/>	2. <input type="text" value="Project Bid Sheet"/>	3. <input type="text" value="Engineering documents from Lamp Rynearson"/>
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:





RESOLUTION 2025-11

WHEREAS, Sanitary and Improvement District No. 263 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Brook Park and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 263, Brook Park, at the following estimated cost - \$437,325.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 263, Brook Park, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$437,325 for park improvements.

PASSED AND ADOPTED THIS 17th DAY OF JUNE 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
6/17/2025

COUNCIL MEETING DATE: 06/17/2025		SUBMITTED BY: Tammi Palm		Planning Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve a park expenditure in the amount of \$642,585 for Sanitary and Improvement District No. 238 Ashford Hollow.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #238 (Ashford Hollow) is requesting park improvements in the amount of \$642,585. The SID is requesting to install updated playground equipment. The Public Works, Planning, and Park Departments have all reviewed these plans and have found them acceptable.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff has reviewed this request and is recommending approval.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2025-12"/>	2. <input type="text" value="Project Bid Sheet"/>	3. <input type="text" value="Engineering documents from TD2"/>
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:

Janet Willis
[Signature]
[Signature]

RESOLUTION 2025-12

WHEREAS, Sanitary and Improvement District No. 238 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Ashford Hollow and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 238, Ashford Hollow, at the following estimated cost - \$642,585.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 263, Brook Park, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$642,585 for park improvements.

PASSED AND ADOPTED THIS 17th DAY OF JUNE 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

June 5, 2025

Chairman and Board of Trustees
Sanitary and Improvement District No. 238
of Sarpy County, Nebraska
c/o Ms. Elizabeth Sevcik, Attorney
Croker Huck Law Firm
2120 South 72nd Street, Suite 1200
Omaha, NE 68124


RE: Ashford Hollow Park Improvements
Bid Tabulation
TD2 File No. 1920-108.01

Board Members:

Bids were received at our office on June 4, 2025, for the construction of the Ashford Hollow Park Improvements project. Dostals Construction of Gretna, Nebraska, was the low bidder in the amount of \$642,585.00. Dostals Construction is a qualified contractor and we recommend that the contract be awarded to them contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.


Respectfully submitted,


Douglas E. Kellner, P.E.
THOMPSON, DREESSEN & DORNER, INC.

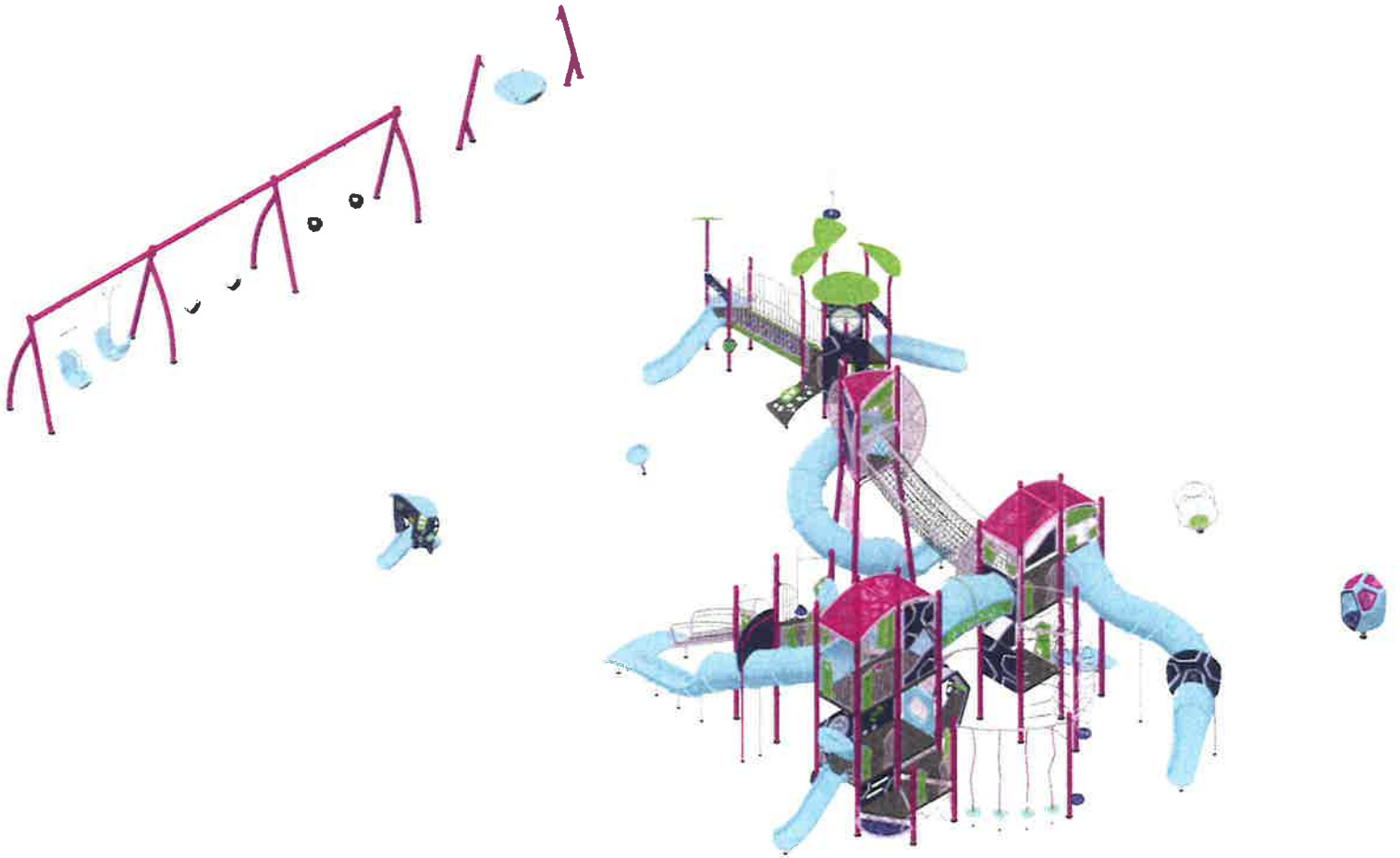
DEK/alj

Enclosure

RECEIVED
JUN 05 2025
PLANNING DEPT.

SUBMITTED PROPOSALS & COSTS		 Thompson, Dreessen & Dörner, Inc.		Bidder:	
Date of Bid: 6/4/2025 Client: SID 238 of Sarpy County, NE Project: Ashford Hollow Park Improvements TD2 File No.: 1920 - 108 Engineers Estimate: \$608,800 Bond: \$30,000				Dostals Construction 13680 South 220th Street Gretna, NE 68028 bodiedostal@hotmail.com P: 402-332-4537 Ext 2	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	L.S.	\$3,000.00	\$3,000.00
2	Clearing and Grubbing - General	1	L.S.	\$1,000.00	\$1,000.00
3	General Grading and Shaping	1	L.S.	\$3,000.00	\$3,000.00
4	Install and Maintain Fabric Silt Fence, In Place and Repair	220	L.F.	\$4.00	\$880.00
5	Permanent Type "B" Seed Mix, In Place	0.05	AC.	\$20,000.00	\$1,000.00
6	Remove and Dispose Existing Concrete Curb	210	L.F.	\$18.00	\$3,780.00
7	Remove Existing Sand, Playground and Equipment in place	1	L.S.	\$10,000.00	\$10,000.00
8	Remove and Dispose Existing Trees	2	EA.	\$300.00	\$600.00
9	Remove Existing 4" PVC Underdrain	75	L.F.	\$10.00	\$750.00
10	Common Earth Excavation (Established Quantity)	100	C.Y.	\$30.00	\$3,000.00
11	Subgrade Preparation	850	S.Y.	\$2.50	\$2,125.00
12	18" X 6" Concrete Curb, In Place	365	L.F.	\$60.00	\$21,900.00
13	Non-Woven Geotextile Fabric, In Place	1,000	S.F.	\$0.40	\$400.00
14	Course Granular Fill, In Place	3	TN.	\$50.00	\$150.00
15	Construct Underdrain System, In Place	1	L.S.	\$7,000.00	\$7,000.00
16	Construct 5" P.C.C. Sidewalk	330	S.F.	\$10.00	\$3,300.00
17	5" P.C.C. Pavement Base, In Place	7,675	S.F.	\$9.00	\$69,075.00
18	Playground Equipment (Ages 2-5), In Place	1	L.S.	\$267,000.00	\$267,000.00
19	Playground Equipment (Ages 5-12), In Place	1	L.S.	\$45,500.00	\$45,500.00
20	Playground Sprout Spot, In Place	1	L.S.	\$6,000.00	\$6,000.00
21	Playground Cirrus Duo Post Swing, In Place	1	L.S.	\$11,500.00	\$11,500.00
22	Playground Swings (6 Seat), In Place	1	L.S.	\$16,500.00	\$16,500.00
23	Playground Kidforce Spinner, In Place	1	L.S.	\$1,500.00	\$1,500.00
24	Playground Swift Twist Spinner, In Place	1	L.S.	\$2,300.00	\$2,300.00
25	Playground Comet 1, In Place	1	L.S.	\$3,500.00	\$3,500.00
26	Playground Nido Spinner, In Place	1	L.S.	\$6,000.00	\$6,000.00
27	Rubber Safety Surfacing, In Place	7,675	S.F.	\$19.00	\$145,825.00
28	Park Bench, In Place	5	EA.	\$1,200.00	\$6,000.00
TOTAL BID:					\$642,585.00

Appendix A



Creative Sites, LLC
11506 Pierce St | Omaha, NE 68144 | 402-614-4606

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 6/17/2025		SUBMITTED BY: Finance	
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:

CDBG Consulting Contract Renewal

SYNOPSIS/BACKGROUND:

The City's CDBG program utilizes a contracted consultant. The City has received high quality service and a reduced transaction cost of CDBG over the past several years while the necessity, complexity and amount of HUD funds have increased. This is a renewal of that contract for two years with an increase in the hourly rate from \$50/hr to \$55/hr (2-year term). The cost of the CDBG consultant is paid by the HUD/CDBG program funds (no direct cost to the City). The CDBG specialist had been with the City for fifteen years (six years as an employee and nine years as a contractor), bringing the CDBG program to a highly-respected level by participants and HUD administrators. In order to continue that level of competence (and compliance) in the performance of CDBG duties, the City is proposing to renew the contract with the individual.

FISCAL IMPACT: +300k BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: 100%

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CDBG Consulting Contract

CONTRACT EFFECTIVE DATE: 7/9/2025 CONTRACT TERM: 24 months CONTRACT END DATE: 7/8/2027

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: No

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 60 ACCOUNT NUMBER: 6033

RECOMMENDATION:

Approve the Independent Contractor Agreement renewal.

ATTACHMENTS:

- | | | |
|-------------------------|---|----|
| 1. Contractor Agreement | 2. Contractor Agreement-red-lined changes | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Richard Severson
Sam A. Van

**INDEPENDENT CONTRACTOR AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 17th day of June 2025, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A". In addition the Scope of Work as provided for in Exhibit "A" of the Agreement, during the term of this Agreement, Highland further agrees to fully and completely perform work for the City, in a manner and form satisfactory to the City, including work on additional grant programs that may be assigned to her and accepted by her. Should the City desire Highland to work on a specific additional grant program, they shall email her the details of the assignment, by and through the Finance Director and Highland shall review the same and confirm in writing by email to the Finance Director whether she accepts the assignment for the specific additional grant program or rejects the assignment. Should Highland accept the assignment, the remainder of the agreement shall apply.

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared

by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9th day of July, 2025, and shall continue thereafter in full force and effect for a period of two (2) years, ending July 8th, 2027 This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of FIFTY-FIVE DOLLARS AND NO/100 (\$55.00) per hour, not to exceed 1,500 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every month for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance. The City agrees to pay Highland for full and completed performance of all Work under the Agreement as outlined for work on CDBG items. In addition, for work performed for the additional grant programs as assigned and accepted, the City agrees to pay Highland for full and complete performance of her Work at the rate of FIFTY-FIVE DOLLARS AND NO/100 (\$55.00) per hour, not to exceed 300 hours per year unless otherwise approved in writing by the City Administrator. Highland will record her time on a per project basis and submit invoices every month for all work completed pursuant to these assignments. Highland shall be responsible for determining whether reimbursement of her services may be made pursuant to specific grant program assigned and accepted and should reimbursement be allowed for her services; the City shall pay her per the terms of the Agreement and be reimbursed per the terms of said specific grant for those services. Payment shall be made in accordance with the terms of the original Agreement.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have

access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:
City Administrator
1500 Wall Street
Bellevue, NE 68005

CDBG SPECIALIST:
Abby Highland
2206 Wyndgate Drive
Montgomery, AL 36117

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AGREED AND ACCEPTED:

CITY OF BELLEVUE

MAYOR RUSTY HIKE

Date: _____

ABBY HIGHLAND, CONTRACTOR

Abby Highland
ABBY HIGHLAND

Date: 6/9/25

EXHIBIT "A"
Work to be Performed by CDBG Specialist

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

**INDEPENDENT CONTRACTOR AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 20th-17th day of June, 2023~~2025~~, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A". In addition the Scope of Work as provided for in Exhibit "A" of the Agreement, during the term of this Agreement, Highland further agrees to fully and completely perform work for the City, in a manner and form satisfactory to the City, including work on additional grant programs that may be assigned to her and accepted by her. Should the City desire Highland to work on a specific additional grant program, they shall email her the details of the assignment, by and through the Finance Director and Highland shall review the same and confirm in writing by email to the Finance Director whether she accepts the assignment for the specific additional grant program or rejects the assignment. ~~This First Addendum shall not be construed as to require Highland to accept the assignment.~~ Should Highland accept the assignment, the remainder of the ~~agreement~~ amendments in the First Addendum shall apply.

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9th day of July, ~~2023~~2025, and shall continue thereafter in full force and effect for a period of two (2) years, ending July 8th, ~~2025~~2027. This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of ~~FIFTY-FIVE~~ FIFTY-FIVE DOLLARS AND NO/100 (~~\$50.00~~55.00) per hour, not to exceed 1,500 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every month for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance. The City agrees to pay Highland for full and completed performance of all Work under the Agreement as outlined for work on CDBG items. In addition, for work performed for the additional grant programs as assigned and accepted pursuant to this First Addendum, the City agrees to pay Highland for full and completed performance of her Work at the rate of ~~FIFTY-FIVE~~ FIFTY-FIVE DOLLARS AND NO/100 (~~\$50.00~~55.00) per hour, not to exceed 300 hours per year, unless otherwise approved in writing by the City Administrator. Highland will record her time on a per project basis and submit invoices every month for all work completed pursuant to these assignments. Highland shall be responsible for determining whether reimbursement of her services may be made pursuant to specific grant program assigned and accepted and should reimbursement be allowed for her services; the City shall pay her per the terms of the Agreement and be reimbursed per the terms of said specific grant for those services. Payment shall be made in accordance with the terms of the original Agreement.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:
City Administrator
1500 Wall Street

CDBG SPECIALIST:
Abby Highland
~~+5817 Fecanin Way~~ 2206 Wyndgate Drive

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AGREED AND ACCEPTED:

CITY OF BELLEVUE

MAYOR RUSTY HIKE

Date: _____

ABBY HIGHLAND, CONTRACTOR

ABBY HIGHLAND

Date: _____

EXHIBIT "A"
Work to be Performed by CDBG Specialist

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 17, 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 250106 PK25(01) Aspen Pool Demolition

SYNOPSIS/BACKGROUND:

PW and Parks Department received on 6/4 four (4) - bids for the Aspen Pool Demolition ranging from \$70,800 to \$99,720. The Engineer's estimate was \$138,356.50. Big A Demo & Excavating LLC is the low bidder at \$70,800. The CIP PK25(01) is budgeted for \$55,000 and the anticipated Total Project amount to include Engineering Design and Demolition is \$82,775.

We recommend due to public safety and the rebidding of project causing fewer bidders, higher bids, and probable delay in the project completion to Spring/Summer 2026, that the City Council approve and the Mayor to execute the Notice of Award to Big A Demo & Excavating LLC and review and approve the Agreement. The Agreement will be executed by the Public Works Director upon the receipt from the Contractor's approved agreement, bonds and insurances.

FISCAL IMPACT: \$70,800 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Big A Demo & Excavating INTERLOCAL AGREEMENT:

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

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250106 PK25(01) Aspen Pool Demolition

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

CIP PROJECT NAME: Demolition of Aspen Pool CIP PROJECT NUMBER: PK25(01)

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

ACCOUNTING DISTRIBUTION CODE: CIPPK25(01) ACCOUNT NUMBER:

RECOMMENDATION:

We recommend the City Council approve and the Mayor to execute the Notice of Award to Big A Demo & Excavating and review and approve the Agreement. The Agreement will be executed by the Public Works Director upon the receipt from the Contractor's approved agreement, bonds, and insurances.

ATTACHMENTS:

1. Bid Tab	2. Notice of Award	3. Agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Donna M. Williams

[Signature]

[Signature]



We Influence The World!

TABULATION OF BIDS

Aspen Pool Demolition

PROJECT NO. BPW-250106

Bid Opening : June 4, 2025

Bid time: 10:00AM

Item #		BIDDER				
		Engineers Estimate	Big A Demo and Exc	Ashland Rd Exc	National Concrete Cutting	Snider Const
A	Bid Bond (included)		YES	YES	YES	YES
C	Lump Sum Bid - TOTAL BASE BID	\$138,356.50	\$70,800.00	\$92,500.00	\$92,700.00	\$99,720.00



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year
Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bellevue, Nebraska
210 West Mission Avenue
Bellevue, NE 68005
402-293-3122

and the Contractor:
(Name, legal status, address and other information)

Big A Demo & Excavating
1802 Mason St.
Omaha, NE 68108
402-210-5422

for the following Project:
(Name, location and detailed description)

Aspen Pool Demolition
BPW No. 250106
South 52nd Street and Aspen Drive
Bellevue, NE 68005

The Work includes but is not limited to the demolition of the existing swimming pool facility and final grading and seeding of the site, including soil compaction testing.

The Architect/Engineer:
(Name, legal status, address and other information)

HGM Associates Inc.
450 Regency Parkway, Suite 120
Omaha, NE 68114
402-346-7559

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 29, 2025.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy Thousand, Eight Hundred Dollars and Zero Cents (\$ 70,800), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor agrees that the work can begin immediately and that the project be substantially complete by August 29, 2025 and the final closeout will be complete by September 19, 2025. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect/Engineer not later than the LAST day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the LAST day of the FOLLOWING month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY (30) days after the Architect/Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0 % (zero percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect/Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/Engineer.)

Bill Glismann, P.E.
HGM Associates Inc.

450 Regency Parkway, Suite 120
Omaha, NE 68114
Phone: 402-346-7559
Email: bglistmann@hgmonline.com

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

John Krager
210 West Mission Avenue
Bellevue, NE 68005
402-293-3144
John.Krager@bellevue.net

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Mike Anderson
Big A Demo & Excavating
1802 Mason St.
Omaha, NE 68108
402-210-5422
mike@bigademolition.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds 100% Payment Bond for and 100% Performance Bond in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction (by reference)

.4 Drawings

Number	Title	Date
All inclusive (Included by reference of the Cover Sheet Index.	Aspen Pool Demolition Bellevue Public Works No. 250106	May 5, 2025

.5 Specifications

Section	Title	Date	Pages
All Sections (Included by reference of the Table of Contents)	Project Manual for Bellevue Public Works – Aspen Pool Demolition	May 2025	All Inclusive

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplemental Conditions	Project Manual for Bellevue Public Works – Aspen Pool Demolition	May 2025	SC1-SC6

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA

Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Proposal
Certificate of Insurance
Performance Bond
Payment Bond

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Mike Anderson, Owner

(Printed name and title)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 17, 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 - CIPST 25(02) 2025 Concrete Projects - Package 2

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works and Parks Department received 4 - bids for the 2025 Concrete Projects Package 2 on June 5 ranging from \$921,540.60 to \$1,099,380.30. The engineer's estimate was \$1,158,713.05. The NL&L, the low bidder, withdrew their bid on 6/6/2025 due to an error in their bid and they will be unable to meet the established timeline for the work. The established timeline for the work is provided to the Bidders in the Instruction to Bidders and the work is to be substantially completed by Nov 14, 2025 and final completion by Nov 26, 2025.

After the review of the bids received, the low, responsive, responsible bidder is Burrell Enterprises LLC in the amount of \$966,523.00. We recommend the City Council approve and the Mayor to execute the Notice of Award and review and approve the Agreement. The Agreement will be executed by the Public Works Director upon the receipt from the Contractor's approved agreement, bonds and insurances.

FISCAL IMPACT: \$966,523.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Burrell Enterprises LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250102 - CIPST 25(02) 2025 Concrete Projects - Package 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250102 - CIP ST25(02) 2025 Concrete Projects - Package 2

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

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

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

ACCOUNTING DISTRIBUTION CODE: CIPST25(02) ACCOUNT NUMBER:

RECOMMENDATION:

We recommend the City Council approve and the Mayor to execute the Notice of Award to Burrell Enterprises LLC and review and approve the Agreement. The Agreement will be executed by the Public Works Director upon the receipt from the Contractor's approved agreement, bonds, and insurances.

ATTACHMENTS:

- NL&L Withdrawal Letter
- Bid Tab
- Notice of Award
- Agreement
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures of Daniel Phillippe and other officials.



June 6, 2025

David Goedeken, Public Works Director
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, NE 68005

RE: 2025 Concrete Projects – Package 2
Project No. BPW-250102

We regret to inform you that we have made an error in our bid and will be unable to meet the established timeline for the work.

We acknowledge the importance of adhering to project deadlines and must therefore rescind the bid.

Regards,

John Navarro
NL & L Concrete Inc.

A handwritten signature in black ink, appearing to read "John", written over the printed name and company name.

NOTICE OF AWARD

Date of Issuance: **June 17, 2025**
Owner: **City of Bellevue** Owner’s Project No.: **BPW - 250102**
Engineer: **City of Bellevue** Engineer’s Project No.:
Project: **2025 Concrete Projects – Package 2**
Contract Name: **2025 Concrete Projects – Package 2**
Bidder: **Burrell Enterprises LLC**
Bidder’s Address: **1433 O Street, Omaha, NE 68107**

You are notified that Owner has accepted your Bid dated **(Date)** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2025 Concrete Projects – Package 2

The Contract Price of the awarded Contract is **\$966,523.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: **City of Bellevue**
By (signature): _____
Name (printed): _____
Title: _____

Copy: Public Works Director, Mgr of Engineering Services

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

This Agreement is by and between **City of Bellevue** (“Owner”) and **Burrell Enterprises LLC** (“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: **Concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer structure repair, 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 Concrete Projects – Package 2; City of Bellevue, Nebraska; BPW - 250102**

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 **November 14, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 26, 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 of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$966,523.00.**
- 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 3rd 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 16 sheets with each sheet bearing the following general title: **2025 Concrete Projects – Package 2, 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.
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 _____ (which is the Effective Date of the Contract).

Owner:

City of Bellevue

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

Mayor

(typed or printed)

Address for giving notices:

1510 Wall Street

Bellevue, Nebraska 68005

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

(Full formal name of contractor)

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(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:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

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- 250102**, 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: 06.17.2025		SUBMITTED BY: Community Relations	
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:

CivicPlus Statement of Work Agreement for Website Hosting, Development, Security and Migration.

SYNOPSIS/BACKGROUND:

Regulations for Title II of the Americans with Disabilities Act (ADA) have been updated as to web content and mobile applications (apps) to ensure they are accessible to people with disabilities. The final rule sets specific technical standards that state and local governments must follow. The deadline to comply is early 2026. CivicPlus can implement compliance. Further, the City website is in need of many updates. Having an updated and compliant website promotes transparency, encourages engagement and facilitates access to essential services and information.

FISCAL IMPACT: 59,847.00 BUDGETED FUNDS?: Nb GRANT/MATCHING FUNDS?: No.

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Statement of Work

CONTRACT EFFECTIVE DATE: 07.01.2025 CONTRACT TERM: 24 months CONTRACT END DATE: 06.30.2027

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Statement of Work Agreement between the City of Bellevue and CivicPlus.

ATTACHMENTS:

1. CivicPlus Statement of Work Quote 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-101017-1
 5/22/2025 9:42 AM
 6/30/2025

Client:
 City of Bellevue, NE

Bill To:
 BELLEVUE CITY, NEBRASKA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 5,103.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL https://bellevue.net/home	USD 89.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: URL https://bellevue.net/home	USD 158.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL https://bellevue.net/home	USD 189.00
1.00	Premium Implementation - Municipal Websites	Premium Implementation	USD 16,073.00
150.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 6,000.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 4,500.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	USD 850.00
4.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Department Name	USD 3,752.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
4.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation	USD 18,060.00
1.00	Pay - Forte	Pay - Forte	USD 0.00
1.00	Municipal Website External Processor Annual Fee - Forte	Pay Maintenance and Support Annual Fee	USD 1,785.00
1.00	Municipal Website External Processor Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	USD 1,500.00

Group2

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: https://bellevue.net/home	USD 6,200.00
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,200.00

List Price - Initial Term Total	USD 67,547.00
Total Investment - Initial Term	USD 59,847.00
Annual Recurring Services (Subject to Uplift)	USD 18,906.00

Initial Term	24 Months beginning on 7/1/2025. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% invoiced on 7/1/2025
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-101017-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By (please sign):

Printed Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:

6/10/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16e.
6/17/2025

COUNCIL MEETING DATE: 06/17/25		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Northern Natural Gas Reimbursement Agreement

SYNOPSIS/BACKGROUND:

This item pertains to the agreement to lower and move their natural gas transmission line for the Bellevue Bay Entertainment District

FISCAL IMPACT:: 3,038,208 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Northern Natural Gas Reimbursment Agreement

CONTRACT EFFECTIVE DATE: 06/17/25 CONTRACT TERM: 5 months CONTRACT END DATE: October 31,2025

PROJECT NAME: Bellevue Bay Entertainment Site Development

START DATE: 3,038,208 END DATE: 3,038,208 PAYMENT DATE: INSURANCE REQUIRED: No

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this item.

ATTACHMENTS:

- | | | |
|-----------------------------|-----------------------------|-----------------------------|
| 1. Agreement | 2. Exhibit A | 3. Cost Worksheet |
| 4. <input type="checkbox"/> | 5. <input type="checkbox"/> | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2025, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "NORTHERN"), with principal mailing address of P.O. Box 3330, Omaha, Nebraska 68103, and the CITY OF BELLEVUE, NEBRASKA, a municipal corporation (hereinafter referred to as "OWNER"), with principal office at 1500 Wall Street, Bellevue, Nebraska.

WITNESSETH THAT:

WHEREAS, NORTHERN has constructed and is operating a eighteen-inch (18") gas pipeline (hereinafter referred to as "Facilities") in Sarpy County, Nebraska, pursuant to a certain easements covering the Northeast Quarter (NE¼) of Section 22, Township 13 North, Range 13 East (hereinafter referred to as "Easement Area"); and

WHEREAS, OWNER is developing the Bellevue Entertainment District (hereinafter referred to as "Project"), within NORTHERN'S Easement Area, which affects NORTHERN'S Facilities; and

WHEREAS, OWNER has requested that NORTHERN relocate its Facilities and enter into an agreement providing for such relocation and for the reimbursement by OWNER to NORTHERN of the expense NORTHERN incurs in relocating said Facilities; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. NORTHERN shall relocate its Facilities as shown on Exhibit "A".
2. OWNER shall provide NORTHERN a final development plan (including grading plans) on or before June 17, 2025, and make available its technical consultant(s) for review of such plans.
3. OWNER shall pay to NORTHERN 100% of NORTHERN'S actual costs and expenses incurred in connection with the relocation contemplated by this Agreement.
4. NORTHERN shall make commercially reasonable efforts to relocate its Facilities by October 31, 2025, subject to this agreement being fully executed on or before June 17, 2025, the acquisition of additional easement rights if required, the acquisition of materials, the timely receipt of all applicable governmental and environmental permits or licenses and the payment required hereunder. NORTHERN agrees to use commercially reasonable efforts when relocating its Facilities to coincide with OWNER'S Project.
5. The cost of the relocation work is now tentatively estimated by the parties to be approximately Three Million, Thirty-Eight Thousand, Two Hundred and Eight Dollars (\$3,038,208.00) (hereinafter referred to as the "Estimate"), and upon execution of this Agreement

by both parties, and prior to NORTHERN commencing the relocation of the Facilities, the OWNER shall pay to NORTHERN said Estimate. It is understood that this Estimate in no way constitutes reimbursement as provided in Paragraph 3 above. It is agreed between the parties that the reimbursement herein provided shall not exceed the actual costs and expenses incurred by NORTHERN. Said actual costs and expenses include, but are not limited to, planning, design, materials, labor, contract, cost incurred in obtaining easement rights, auto-mechanical equipment, gas loss, engineering costs, income tax, income tax gross up, overheads, and crop damage payments in connection with accomplishing the relocation contemplated by this Agreement. A detailed invoice of all costs shall be provided by NORTHERN after the completion of the work contemplated by this Agreement and shall be subject to audit at the OWNER's expense. If the total costs exceed the Estimate, the OWNER shall pay to NORTHERN that amount in excess of the Estimate. If the total costs are less than the Estimate, NORTHERN shall reimburse the OWNER the difference between the actual amount and the Estimate. All payments based upon this final invoice detail of costs shall be made within 45 days of the date of receipt by OWNER of the invoice.

6. NORTHERN agrees to make any additional modification to or relocation of the Facilities required by OWNER, provided that OWNER shall agree to a revised completion date, pay to NORTHERN 100% of NORTHERN'S actual costs incurred in such further modification or relocation, and provided that NORTHERN is able to obtain all necessary governmental and environmental approval and easement rights for such modification or relocation. Provided further that OWNER shall grant to NORTHERN, at no cost to NORTHERN, all necessary easement rights in a form and content acceptable to NORTHERN, or shall reimburse NORTHERN for its costs in obtaining such easement rights.

7. OWNER agrees to pay NORTHERN 100% of NORTHERN'S actual costs incurred as a result of damage to NORTHERN'S Facilities caused by said Project, other than damages caused solely by NORTHERN or its employees or any individual or entity under its control that is involved in relocating the Facilities.

8. After the Facilities have been relocated pursuant to this Agreement, OWNER shall notify NORTHERN, in writing, prior to undertaking any future construction in the vicinity of NORTHERN'S Facilities, in order for NORTHERN to advise OWNER of the physical location of said Facilities.

9. OWNER agrees to indemnify, protect, and hold NORTHERN, harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, negligence, transaction or omission of said OWNER, in connection with, or incidental to the relocation of NORTHERN'S Facilities except where such loss, cost, liability, or expense was proximately caused solely by the negligence of NORTHERN or its employees.

Any notices pursuant to this Agreement shall be made by hand-delivery, U.S. Mail, postage prepaid, or certified mail, return receipt requested, to:

If to OWNER:
Economic Development Director
City of Bellevue
1500 Wall St
Bellevue, NE 68005

With a copy to:
City Attorney
City of Bellevue
1500 Wall St
Bellevue, NE 68005

If to NORTHERN:
Northern Natural Gas Company
Attn Right of Way
1111 South 103rd Street
Omaha, NE 68124

Northern Natural Gas Company
Attn General Counsel
1111 South 103rd Street
Omaha, NE 68124

10. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER. THE PARTIES AGREE THAT ANY DISPUTES ARISING FROM THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEBRASKA AND ANY LITIGATION ARISING FROM THIS AGREEMENT SHALL TAKE PLACE IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA.

This Agreement shall inure and be binding upon the successors and assigns of the parties hereto.

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

“NORTHERN”
NORTHERN NATURAL GAS COMPANY

“OWNER”
CITY OF BELLEVUE, NEBRASKA

By _____
Name Bryan P. Kruger

By _____
Name Rusty Hike

Title Attorney-in-Fact

Title Mayor

Standard Estimate Report

NEB48001 Omaha BL Relocation Phase 1 - Bellevue Water Park

NEB48001 Omaha BL Relocation Phase 1 - Bellevue Water Park
 Timberline Estimates\JWilmes\2025\Project\ER

Project name	NEB48001 Omaha BL Relocation Phase 1 - Bellevue Water Park
Document	Omaha BL Relocation
Estimator	Jim Wilmes
Labor rate table	NE,IA,SD,ND
Equipment rate table	DOMESTIC
Job size	1300 FEET
Duration	60 Days
Estimate Level	B
Accuracy Level +/-	15%
Const. Duration	60 Days
Region	Central
District	South Omaha
State	NE
City	Bellevue
County	Sarpy
PLSS	S22 T13N R13E
Notes	<p>SCOPE:</p> <ul style="list-style-type: none"> - The scope of work is to replace approximately 1300 feet of 18-inch pipeline on the NEB48001 Omaha BL using open cut methods. <p>BACKGROUND:</p> <ul style="list-style-type: none"> - The city of Bellevue has plans to develop an area of farmland between Platteview Rd and Hidden Valley Drive in Sarpy County, NE. The proposed development will encroach upon Northern Natural Gas's 18-inch NEB48001 Omaha BL, and the extent of the work necessitates that the high pressure pipeline be relocated to a new alignment to accommodate the proposed development. <p>DETAILS</p> <ul style="list-style-type: none"> - Approximately 1300 feet of 18-inch diameter piping will be replaced from MP 8.83 to MP 9.08 using open cut and straight bore methods. - The developer plans to complete as much grading as possible prior to the pipeline work. Grading will include as much as 25 feet of cut around the existing pipeline. Cover over the existing pipeline won't be removed until the new pipeline has been installed, so a bored crossing of the existing pipeline will be required. - Current pipe: 18.000" OD, 0.375" WT, Grade X52, FBE coating, 490 psig MAOP, Installed in 2004. - New Pipe: 18.000" OD, 0.375" WT, Grade X65, FBE coating - A double line stop, old-line, new-line bypass will be required to complete tie-in welds while maintaining service to the customer - The proposed alignment will require that the new line cross the existing line where future grade removal will take place. Extra depth will be required in this location to ensure that enough cover remains over the pipeline after all grading has been completed. - An existing farm tap will be bought out and the landowner converted to propane. - This scope and estimate is only for phase one of a potential two phase relocation project. <p>ASSUMPTIONS/RISKS/OPPORTUNITIES:</p> <ul style="list-style-type: none"> - No winter construction

- No asbestos present
- 60 construction days, 4 inspectors (1 EI)
- There is an opportunity to utilize NNG line stop team to execute line stop plugging work during tie-ins
- There is a potential opportunity to "piggyback" some environmental permits from those obtained for the proposed development.
- All tree clearing will be completed by the developer, prior to project start.
- The proposed south tie-in point is located near the existing ROW line of Platteview Rd. There is a potential that a double block and bleed plugging head will be required to safely complete tie-in welds and keep the line stop as far away from the road as possible.
- The landowner will be receptive to a farm tap buyout.

COMPARABLE PROJECTS:

- 01138442: NEB49301 MP 20.31 Omaha Third BL (2022)
- 01141869: M460B-71.25-Welcome-Minn TBS 1P (2023)
- 01141871: M460B-78.29-Welcome-Minn TBS 1P (2024)
- 01141870: M460B-77.36-Welcome-Minn TBS 1P (2024)

Item	Description	Takeoff Qty	Unit Cost	Labor		Material		Total	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1.400 P/L Install Ne,la,SD & ND (>10M)									
1.410	Base Lay Costs								
18	18" Base Lay	1,300.00	FEET	165.02 /FEET	214,526	-	-	165.02 /FEET	214,526
	Base Lay Costs				214,526				214,526
1.418	Erosion Control								
n	01 Silt Fence	5,200.00	LFT	6.50 /LFT	33,800	-	-	6.50 /LFT	33,800
n	02 Hay or Straw Bales	75.00	EA	30.00 /EA	2,250	-	-	30.00 /EA	2,250
	10 Seed & Mulch	8.60	ACR	3,773.75 /ACRE	32,454	-	-	3,773.75 /ACRE	32,454
				E					
01a	Silt Fence removal (per foot)	5,400.00	LFT	4.163 /LFT	22,480	-	-	4.163 /LFT	22,480
02a	Straw Bales removal (each)	50.00	EAC	8.25 /EACH	413	-	-	8.25 /EACH	413
				H					
	Erosion Control				91,397				91,397
1.430	Pipe Removal								
18	18" Pipeline Removal	1,300.00	FEET	30.25 /FEET	39,325	-	-	30.25 /FEET	39,325
	Pipe Removal				39,325				39,325
1.432	Double Ditch & Topsl Seg								
26	Double Ditch 16"-26" Pipeline	1,300.00	FEET	4.375 /FEET	5,688	-	-	4.375 /FEET	5,688
	Double Ditch & Topsl Seg				5,688				5,688
1.434	Contractor Mobilization								
426	Contractor Mob/DeMob	1.00	LS	49,996.00 /LS	49,996	-	-	49,996.00 /LS	49,996
	Contractor Mobilization				49,996				49,996
1.436	Uncased Crossing								
18	18" Un-cased/Bored PipeL X-ing	240.00	FEET	300.00 /FEET	72,000	-	-	300.00 /FEET	72,000
	Uncased Crossing				72,000				72,000
P/L Install Ne,la,SD & ND (>10M)					472,931	0		472,931	
2.700 Process Piping									
2.704	Pipe XS, Gr B								
n	02 2" Station Pipe .218wt Gr B	40.00	FEET	0.00	0	12.06 /FEET	482	12.06 /FEET	482
	Pipe XS, Gr B						482		482
	8.00 Labor hours								
2.706	Pipe Std, X Gr								
18a	16" Station Pipe .375wt X Gr - BARE	360.00	FEET	288.672 /FEET	103,922	55.00 /FEET	19,800	343.672 /FEET	123,722
18e	18" Station Pipe .375wt X Gr - FBE	1,240.00	FEET			79.08 /FEET	98,059	79.08 /FEET	98,059
18e	18" Station Pipe .500wt X Gr - FBE-PC	280.00	FEET			110.00 /FEET	30,800	110.00 /FEET	30,800

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Item	Description	Takeoff Qty	Labor		Material		Total		
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
	Pipe Std, X Gr			103,922		148,659		252,581	
	576.00 Labor hours								
	Process Piping			103,922		149,142		253,064	
	584.00 Labor hours								
3.300	600# ANSI Class								
3.320	Ball Valves - Flange End								
16	16" 600# Ball Valve FE	6.00	EAC H	3,788.82 /EACH	22,733	15,000.00 /EACH	90,000	18,788.82 /EACH	112,733
	Ball Valves - Flange End				22,733		90,000		112,733
	126.00 Labor hours								
3.327	Plug Valves - Flg x WE								
02	2" 600# Plug Valve Flg x WE	6.00	EAC H	414.967 /EACH	2,490	1,200.00 /EACH	7,200	1,614.967 /EACH	9,690
	Plug Valves - Flg x WE				2,490		7,200		9,690
	13.80 Labor hours								
3.350	Stopple Fittings								
2	2" Thread-O-Ring	2.00	EAC H	-	-	400.00 /EACH	800	400.00 /EACH	800
s 18	18" 600# Stopple Fitting	2.00	EAC H	-	-	15,000.00 /EACH	30,000	15,000.00 /EACH	30,000
sp18	18" Lock-O-Ring Plug	2.00	EAC H	-	-	2,000.00 /EACH	4,000	2,000.00 /EACH	4,000
	Stopple Fittings						34,800		34,800
3.360	Flanges - Standard								
16	16" 600# Flange	14.00	EAC H	5,971.902 /EACH	83,607	1,200.00 /EACH	16,800	7,171.902 /EACH	100,407
	Flanges - Standard				83,607		16,800		100,407
	463.40 Labor hours								
3.362	Blind Flanges								
02	2" 600# Blind Flange 1/2" CDT	6.00	EAC H	189.442 /EACH	1,137	217.00 /EACH	1,302	406.442 /EACH	2,439
18	18" 600# Blind Flange 1/2" CDT	2.00	EAC H	1,732.03 /EACH	3,464	1,800.00 /EACH	3,600	3,532.03 /EACH	7,064
	Blind Flanges				4,601		4,902		9,503
	25.50 Labor hours								
3.370	Bolts & Gaskets								
02	2" 600# Bolt Up	6.00	EAC H	131.707 /EACH	790	35.53 /EACH	213	167.237 /EACH	1,003
16	16" 600# Bolt Up	14.00	EAC H	1,506.507 /EACH	21,091	756.00 /EACH	10,584	2,262.507 /EACH	31,675

Item	Description	Takeoff Qty	Labor		Material		Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
4.220	Plugs, NPT							
04	1/2" Plug NPT	8.00	EAC H	32.475 /EACH	260	10.00 /EACH	80	42.475 /EACH 340
	Plugs, NPT				260		80	340
	1.44 Labor hours							
	Small Valves & Fittings				260		80	340
	1.44 Labor hours							
4.300	Miscellaneous Mechanical							
4.309	Stopples Operations							
18	18" Stopple Operation	2.00	EAC H	45,105.00 /EACH	90,210	-	-	45,105.00 /EACH 90,210
	Stopples Operations				90,210			90,210
	500.00 Labor hours							
4.310	Hydrotesting							
01	Hydrotest (LS)	2.00	LS	8,660.16 /LS	17,320	-	-	8,660.16 /LS 17,320
	Hydrotesting				17,320			17,320
	96.00 Labor hours							
	Miscellaneous Mechanical				107,530		0	107,530
	596.00 Labor hours							
5.000	Civil							
5.100	Dirt & Gravel Work							
n	Excavate & Backfill-Med. Dia.	1,878.646	cuyd	181.780 /cuyd	341,501	-	-	181.780 /cuyd 341,501
	Dirt & Gravel Work				341,501			341,501
	2,442.240 Labor hours							
	Civil				341,501		0	341,501
	2,442.240 Labor hours							
6.000	Cut, Bevel, and Weld							
6.002	Cut & Bevel - STD							
18	18" Cut & Bevel-Std	4.00	EAC H	775.805 /EACH	3,103	-	-	775.805 /EACH 3,103
	Cut & Bevel - STD				3,103			3,103
	17.20 Labor hours							
6.004	Butt Weld - STD							
18	18" Butt Weld - Std	2.00	EAC H	1,641.82 /EACH	3,284	-	-	1,641.82 /EACH 3,284

Standard Estimate Report

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Item	Description	Takeoff Qty	Labor		Material		Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
	Butt Weld - STD			3,284				3,284
	18.20 Labor hours							
	Cut, Bevel, and Weld			6,387		0		6,387
	35.40 Labor hours							

Estimate Totals

Description	Amount	Totals	Rate	Percent of Total	
Labor	1,300,000			42.79%	
Material	394,271			12.98%	
Subcontract					
Equipment					
Removal					
	<u>1,694,271</u>	1,694,271		55.77%	55.77%
LABOR					
Labor - See Above					
Labor Tax					
MATERIALS					
Materials - See Above					
Freight and Sales Tax	49,284		12.500 %	1.62%	
ENVIRONMENTAL					
General Expense	68,000			2.24%	
Permits/Auth.	12,000			0.39%	
Construction Monitoring	73,250			2.41%	
CONSTRUCTION SUPPORT					
Company Labor	5,000			0.16%	
Contract Labor					
X-Ray (NDT)	40,000			1.32%	
Survey	15,000			0.49%	
3rd Party Inspection	240,000			7.90%	
Test	1,500			0.05%	
DISTRICT LABOR AND EQUIPMENT					
Company Labor	10,000			0.33%	
ENGINEERING					
Company Labor (Engr)	40,000			1.32%	
Contract Labor (Design)	20,000			0.66%	
CONTRACT INSTALLATION					
Contract Labor - See Above					
ROW					
Real Property Purchase					
Right-of Way	25,000			0.82%	
Damages, Services, & Other	<u>25,000</u>			0.82%	
	624,034	2,318,305		20.54%	76.31%
Change Order Request (COR)	139,098		6.000 %	4.58%	
OVERHEAD	61,852		2.668 %	2.04%	
AFUDC	<u>46,366</u>		2.000 %	1.53%	
	247,316	2,565,621		8.14%	84.45%
Tax Gross Up (% of SubT)	<u>472,587</u>		18.420 %	15.55%	
	472,587	3,038,208		15.55%	100.00%
Total		3,038,208			