

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

Tuesday, January 20, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Reverend Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. (*) Acknowledge receipt of December 9, 2025 Tree Board Minutes.
 2. (*) Approval of December 16, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS - January 6th & January 20th
7. SPECIAL PRESENTATIONS:
 - a. Update on Bellevue Water Park & Entertainment District. (Economic & Community Development Director)
8. ORGANIZATIONAL MATTERS:
 - a. (*) Acknowledge receipt & accept resignation of Rich Severson from the City Treasurer position, effective January 31, 2026. (Mayor Hike)
 - b. (*) Approve Mayor Hike's recommendation to appoint Jason Tordoff as the City Treasurer, effective February 1, 2026. (Mayor Hike)
 - c. (*) Approval of all City Council Member committee assignments as listed on the attached Council Committee and Task Force Assignments sheet, effective, January 1, 2026. (Council President McCaw)
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):
 - a. Ordinance No. 4201: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue. (Planning Director) (**Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting**)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. Resolution No. 2026-01: Authorizing the Mayor to sign the Engineering Services Supplemental Agreement #1 with Olsson Inc. on the 36th Street, Sheridan - Platteview Rd. project, in an amount not to exceed \$75,000.00 and authorize the Mayor to sign the resolution. (Public Works Director)
 - b. Resolution No. 2026-02: Authorize the Mayor to sign the Local Public Agency (LPA) Program Agreement with NDOT for Federal -Aid Funds for the Bellevue Active Mobility Plan, in an amount not to exceed \$52,500.00 and authorize the Mayor to sign the resolution. (Public Works Director)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC to provide enhanced internet service at the Bellevue Public Library, in a monthly rate not to exceed \$194.99 for Cox Business Internet (CBI 300), plus CBI modem — \$2,339.88. (Library Director)

b. Approve and authorize the Mayor to sign an agreement with the Sarpy County Sheriff's Office, Papillion Police Department and La Vista Police Department to formally establish the Sarpy County Consolidated Drone Team. (Chief Clary)

c. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Bellevue Public Schools for the Employment Literacy Program, in an amount not to exceed \$19,400.00. (Finance Director/CDBG Program Specialist)

d. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Habitat for Humanity of Omaha for the Home Repair Program in an amount not to exceed \$48,8939.00. (Finance Director/CDBG Program Specialist)

e. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with All Seasons Foundation for the Assistance for Vulnerable Adults in an amount not to exceed \$4,388.00. (Finance Director/CDBG Program Specialist)

f. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Bellevue Junior Sports Association for the Youth Participation Assistance Program, in an amount not to exceed \$2,000.00. (Finance Director/CDBG Program Specialist)

g. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Lift Up Sarpy for the Community Response Program, in an amount not to exceed \$21,530.00. (Finance Director/CDBG Program Specialist)

h. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Renovation, in an amount not to exceed \$140,000.00. (Finance Director/CDBG Program Specialist)

i. Approve and authorize the Mayor to sign the CDBG Subrecipient agreement with the Light House for their business expansion project, in an amount not to exceed \$13,300.00. (Finance Director/CDBG Program Specialist)

j. Approve and authorize the Mayor to sign the CDBG Subrecipient agreement with Bellevue Economic Enhancement Foundation for the Bellevue Chamber Small Business Assistance Program, in an amount not to exceed \$30,000.00. (Finance Director/CDBG Program Specialist)

k. Approve and authorize the Mayor to sign the Proposed Project Agreement with Cerris Systems to replace heat pump in Public Works Dept., in an amount not to exceed \$13,331.00. (Public Work Director)

l. Approve and authorize the Mayor to sign the Agreement with Myers and Stauffer-Public Consulting Group for consulting services with the Ground Emergency Medical Transport (GEMT) Medicaid Program, to be estimated at a +\$36,581.27. (Finance Director)

m. Approve and authorize the Mayor to sign the Mainline Extension Agreement with MUD to install water mains in Bellevue Entertainment District Subdivision NW of Hwy 75 & Hidden Valley Drive (Platteview Rd.) to serve Lots 1, 2 and 4, in an amount not to exceed \$863,762.00. (Public Works Director)

n. Approve and authorize the Mayor to sign Amendment #1 to the agreement with HDR on the Twin Creek Siphon Rehabilitation Project, in an amount not to exceed \$166,340.00. (Public Works Director)

o. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for final design services for the 1507 Cobblestone Creek Storm Sewer Project, in an amount not to exceed \$50,435.00. (Public Works Director)

p. Approve and authorize the Mayor to sign the agreement with Felsburg Holt & Ullevig (FHU) for Preliminary Design Services for the McCann Park Storm Sewer Project, in an amount not

to exceed \$82,135.00. (Public Works Director)

q. Approve and authorize the Mayor to sign the Three-Year Refundable Agreement with OPPD for the 1601 Bluff St. Pump Station Project, in an amount not to exceed \$55,000.00. (Public Works Director)

r. Approve and authorize the Mayor to sign the Master Agreement Work Order #4 with Olsson for infrastructure in the Entertainment District, in an amount not to exceed \$383,400.00. (Economic & Community Development Director)

s. Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 1, in an amount not to exceed the sum of \$2.00. (Legal Dept.)

t. Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 3, in an amount not to exceed the sum of \$2.00. (Legal Dept.)

u. Approve and authorize the Council President to sign the Option Agreement with BELREV, LLC, in an amount not to exceed \$1,915,220.00. (Community & Economic Development Director)

v. ++ Approve and authorize the Mayor to sign the Amended Sublicense Agreement with Project Play Holdings, LLC and American Resort Management, in an amount not to exceed \$250,000.00. (Community & Economic Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(December & January Reports will be attached to the February 3, 2026 Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue
Tree Board Minutes
December 9, 2025

Attendance - Don Preister, Tom Mruz, Kay Hegler, Nancy Scott, and Deborah Woracek were present. Kathy Radosta was excused. Scott Evans and Rob Clatterbuck were absent. Jim Shada joined the meeting. 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. She urged all to send in their hours worked and their miles traveled as she needs them for the annual report. **She will post the hours and miles for today's meeting for all who were present.**

Approve Minutes of November 18, 2025, meeting – Kay made a motion to approve the minutes of the Nov. 18, 2025, meeting, Don seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

Park report – Jim passed out copies of a memo that listed all park activities for the entire year. He then stated that the staff will begin tree removals this winter with the trees that the Tree Board recommended in Goldenrod Park. He is also now working with an arborist with more than 30 years' experience, Todd Babel, of Hughes Tree Service. They will assess the ash trees that we recommend for removal during the next 2-3 months. Some Board members had questions for Jim. Nancy voiced concern about spraying for mosquitoes. Jim pointed out that they went to great lengths to only use safe and regulated chemicals. Kay, as a new member of the Board, asked how many staff are currently in the Parks Department. He replied that at this time, he has 9 with about 10-16 years' experience. Don reminded the Board the city used to have 24 regular employees. The city has since annexed more areas, including more parks. Deborah reminded all that in the past the city had very few applicants for seasonal work. Jim agreed that this was a problem. He oversees about 750 acres with those 9 employees. A discussion followed covering whether the Board should help monitor other invasive species, such as honeysuckles, Callery pears, and others. Nancy pointed out that

lantern fly is approaching our area. Jim was not sure if Mark had deleted the trees that were removed or will be removed in the Tree Plotter database. Don and the rest of the Board thanked Jim for the memo. It will be a help with our upcoming reports.

Old Business

Bellevue 411 – Scott recently sent a new article to be posted in Bellevue 411. Tom suggested that we have Scott write an article about under and overwatering trees. **Kay volunteered to bring this up to Scott as she is in the NE Extension office every Thursday morning.** Don reminded all present that Scott always welcomes ideas for articles.

Winter projects reports –

Tree Board on the new city website - Don reported that this is still being set up. Deborah reminded the Board that Scott and Kathy were also working on this.

EAB Plan updates – Don reported he contacted both Graham Herbst of Nebraska Forest Service and Michelle Foss of Fontenelle Forest about changes to protocols in their plans for combating Emerald Ash Borer (EAB). Graham said the only changes to the state's plan is an increase in the number of counties listed as having EAB. Michelle stated that Fontenelle Forest does not combat EAB as the Forest doesn't have a dense population of ash trees. The dead trees are only cut down if they are a threat for safety along a hiking trail. Don then went over our city's plan and suggested action statements to be added as our plan was written before EABs were documented as being in Bellevue. All present agreed with the suggestions made by Don. **He will work on revising our EAB Plan.** Nancy would like to have more education done for the public about this and other invasives such as Callery pear and Ailanthus. It was suggested that EAB should also be included in ideas for Scott to use for Bellevue 411. Kay, again, suggested having an educational table at the seed share events at the public library. **Kay was given who to contact and she will do so at the beginning of the new year.** NE Forest Service has announced he has a grant that will purchase replacement trees and any needed equipment as well as, pay for maintaining new trees and removing dead ones. There was a discussion about how we can capture the gross value of the dead trees either by lumber (as EAB damage is only on the surface of the tree) or carving or used as mulch. It was pointed out that the city has a tree dump available on a monthly basis for the residents and opens it for a longer period if we have a storm.

BWHS tree line – Tom announced he will inventory the tree line in the spring. He feels we may need to remove a damaged tree.

Annual report – Don is working on this and will send the Board what he has so far.

Tree City USA Application status – Don will follow up with the city when they have all the numbers.

Spring tree inventory – How and where to start next year's inventory was discussed. It was tentatively decided to cover 1.5 quadrants next year after Jim tells us which trees

were removed during winter. All agreed to work as teams and Deborah suggested we appoint one person to spearhead this on-going project. Using Joanne's former methods we would start to re-inventory with the quadrant that starts with American Heroes Park.

Arbor Day – Don reminded the Board that Leonard Lawrence School has requested we plant there for Arbor Day. **Kay will start calling other schools in the district that might want us to plant trees for them. She will do this after the first of the year.**

Earth Day – Green Bellevue has not set up the Bellevue events yet. Omaha has not announced their date at this time.

New Business

Mulching protocols/practices – this item was tabled until January due to time constraints.

Dedication Ceremony for Sarpy County Memorial Forest at Banner – Don is working on this project and will let us know by email when the draft is complete. It will be an outdoor ceremony at Banner Park.

Questions to help with monthly Parks report – As this was one of Kathy's projects, it was tabled until the January meeting.

Tom called for adjournment. Don made a motion we adjourn; Nancy seconded the motion. All present approved.

Our next meeting will be January 13, 2026.

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

Tentative agenda Jan. 13, 2026

Attendance

Minutes

Parks Report Jim Shada

Old Business

Year End Report status

Tree City USA status

Arbor Day

Earth Day

Memorial Forest Dedication

Tree inventory plan

New Business

Tree Board table at Seed Share at Bellevue Public Library

MINUTE RECORD

Bellevue City Council Meeting, December 16, 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 December 16, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

Also present were 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, on the NE Public Notices website, 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 in the Pledge of Allegiance. Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following item: Acknowledge receipt of the November 18, 2025 Tree Board Minutes; Acknowledge receipt of the November 20, 2025 Planning Commission Minutes; Approval of the December 2, 2025 Board of Equalization Minutes; and Approval of the December 2, 2025 City Council Minutes. 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 Casey, seconded by Burns, 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; abstain: Preister; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4200: Updated Compensation Ordinance (HR Director)

Ordinance No. 4200: An Ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; providing a pay range scale; providing for publication in pamphlet form; repealing Ordinance No. 4193; and providing for an effective date was read for the third and final time.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4200: An Ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; providing a pay range scale; providing for publication in pamphlet form; repealing Ordinance No. 4193; and providing for an effective date. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: Preister; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

ORDINANCES FOR INTRODUCTION (1st reading): NONE

MINUTE RECORD

Bellevue City Council Meeting, December 16, 2025, Page 2

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 23, 2026 from 6:00 a.m.- 11:00 a.m. (City Clerk)

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

Mr. Joe Ramos, 5003 Clearwater Drive, stated this third annual event. He mentioned the charity partner for the event is the Wounded Warrior Family Support Program. He commented the number of participants has grown over the last three years. Discussion followed on volunteering for the marathon. Mr. Ramos stated information is available on Wild Blue Running Facebook page and other social media accounts.

No one else in the audience came forth to speak in favor or opposition of the event.

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 23, 2026 from 6:00 a.m.- 11:00 a.m. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: Preister; absent: none. Motion carried.

Public Hearing to obtain citizen input on the CDBG 2024-2025 Consolidated Annual Performance Evaluation and Report (CAPER). (Finance Director/CDBG Program Specialist) **(No Action Required)**

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

Mrs. Abby Highland, CDBG Program Specialist, provided an overview of the last year. She advised over the past year \$504,000 was spent. She stated 100% of the activity funds went to low and moderate activities throughout Bellevue. There are eight new activities coming forward in January.

Councilwoman Welch questioned how many members review the applications. Mrs. Highland explained she initially reviews the applications to make sure they meet all the requirements. Then the CDBG Committee, consisting of six members with one representative for each ward, review the applications and meet with the applicants and make a recommendation to the City Council.

Councilman Preister mentioned there was some carry over of funds which was put into the regular allocation. Is there additional carryover for the future. As the applicant spends the money, they are reimbursed for the cost.

Mrs. Highland explained every year it depends on the activities. They do not just write everyone a check. As they spend the money, they are reimbursed for the cost. If there are any funds left over at the end of the year, the funds go into the allocation for the next year. She explained this last year there were quite a few funds carried over and those activities finished that had a balance remaining. Conversation ensued.

No one else in the audience came forth to speak in favor or opposition.

Mayor Hike declared the public hearing closed.

RESOLUTIONS:

Resolution No. 2025-29: A resolution adopting the Bellevue and Papillion Housing Resilience Plan. (Planning Director) **(Public Hearing Required)**

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

Ms. Flavia Tourek, RDG Planning and Design, explained Ms. Amy Haase, also of RDG Planning and Design, is unable to attend tonight due to an emergency. She explained Ms. Haase put together a video explaining the plan. Ms. Tourek commented she is happy to answer any questions after the video presentation.

The video presentation played and provided information on the Bellevue and Papillion Housing Resilience Plan. The plan establishes a comprehensive framework to protect, adapt, and strengthen housing in the face of the increasing severity and frequency of natural hazards. The plan provides a roadmap safeguarding home and their occupants against strong storms, flooding, and extreme temperatures, hazards that threaten the safety, affordability, and long-term viability of the housing stock in Bellevue and Papillion.

Mrs. Tammi Palm, Planning Director, thanked Mrs. Abby Highland for writing a successful grant for the city. She also thanked RDG Planning, the City of Papillion, Councilman Casey for being a part of the Advisory Committee, and the City Council for their participation in the process. She explained that the City of Bellevue was the recipient of a State of Nebraska Department of Economic (NDED) Community Block Grant Disaster Grant (CDBG-DR) for the purpose of preparing a multijurisdictional housing resilience plan. The city partnered with the City of Papillion on this project. Following several natural disasters, the cities of Bellevue and Papillion understand the need for more interlocal planning which

MINUTE RECORD

Bellevue City Council Meeting, December 16, 2025, Page 3

enhances the quality of life for residents of all ages, considers anticipated changes in climate over time, and prepares the community for disruptions. This plan will complement the recently adopted Comprehensive Plan. She mentioned this plan will help the city move forward on a Zoning Ordinance Update.

Mayor Hike commented that the plan has a lot of data on Bellevue. He questioned how many members of the public participated.

Ms. Tourek mentioned the website had over 3,000 and survey response 270. There were also several events with participants. She estimated over 4,000 participants with everything together.

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

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Collins, to approve Resolution No. 2025-29: A resolution adopting the Bellevue and Papillion Housing Resilience Plan. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: Preister; absent: none. Motion carried.

Resolution No. 2025-30: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2024-2025 Community Development Block Grant Program Year.
(Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by Preister, to approve Resolution No. 2025-30: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2024-2025 Community Development Block Grant Program Year. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: Preister; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the HUD Form 7015.15. Request for Release of Funds and Certifications and submit to HUD. (Finance Director/CDBG Program Specialist)

Motion made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the HUD Form 7015.15. Request for Release of Funds and Certifications and submit to HUD. 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 Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 11320 South 47th Street, in an amount not to exceed \$16,600.00. (Chief Building Inspector)

Motion made by Welch, seconded by Collins, to approve and authorize the Mayor to sign Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 11320 South 47th Street, in an amount not to exceed \$16,600.00.

Councilwoman Welch requested Mr. Christensen provide the council with update.

Mr. Mike Christensen, Chief Building Inspector, advised as of yesterday the homeowner came in and applied for a demolition permit. The applicant lacks paperwork. One of the drawbacks is the homeowner would like to save the basement, however there is no engineering report on the basement. They don't have any construction plans or permits in place for the reconstruction. Mr. Christensen stated he does not want to have an open foundation for an unknown period of time.

Councilwoman Welch questioned if there is an update from the insurance company. Mr. Christensen replied not totally.

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 Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 1416 Fairfax Road, in an amount not to exceed \$13,400.00.(Chief Building Inspector)

Motion made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 1416 Fairfax Road, in an amount not to exceed \$13,400.00.

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Councilwoman Welch questioned once this is approved, how long does this typically take.

Mr. Christensen explained the asbestos evaluation report will be submitted to the state and that it takes approximately ten days. Councilwoman Welch questioned if it could be done by January. Mr. Christensen replied yes it could.

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

Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig for Fort Crook and Child Road traffic signal improvements, in an amount not to exceed \$100,925.00. (Public Works Director)

Motion made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig for Fort Crook and Child Road traffic signal improvements, in an amount not to exceed \$100,925.00. 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.

Approve and authorize the Mayor to sign the Agreement with Benesch for engineering services on the Bellevue Blvd. North Design Project, in an amount not to exceed \$66,791.00. (Public Works Director)

Motion made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Benesch for engineering services on the Bellevue Blvd. North Design Project, in an amount not to exceed \$66,791.00. 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.

Approve and authorize the Mayor to sign the NE Department of Transportation (NDOT) Maintenance Agreement No. QE2226 S4 and Certificate of Compliance for calendar year 2025, in a reimbursement amount of \$20,983.60. (Public Works Director)

Motion made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the NE Department of Transportation (NDOT) Maintenance Agreement No. QE2226 S4 and Certificate of Compliance for calendar year 2025, in a reimbursement amount of \$20,983.60. 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 Agreement with Valley Corporation for the Ft. Crook & Carey St. Box Culvert Reconstruction Project, in the amount of \$132,555.02, to be executed upon the receipt of the insurance and bonds by Public Works. (Public Works Director)

Motion made by Preister, seconded by McCaw, to approve and authorize the Mayor to execute the Notice of Award and Agreement with Valley Corporation for the Ft. Crook & Carey St. Box Culvert Reconstruction Project, in the amount of \$132,555.02, to be executed upon the receipt of the insurance and bonds by Public Works. 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 Change Order No. 1 to the Dean Snyder Construction Contract on the Bellevue Fire Department Outbuilding & Parking Lot Project, in an amount not to exceed \$10,961.24. (Public Works Director)

Motion made by Collins, seconded by Welch, to approve and authorize the Mayor to sign Change Order No. 1 to the Dean Snyder Construction Contract on the Bellevue Fire Department Outbuilding & Parking Lot Project, in an amount not to exceed \$10,961.24. 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 Heimes Corp. proposal to complete repairs at three (3) identified locations on Fort Crook Road North in the amount not to exceed \$219,253.00. (Public Works Director)

Motion made by Preister, seconded by Collins, to approve and authorize the Heimes Corp. proposal to complete repairs at three (3) identified locations on Fort Crook Road North in the amount not to exceed \$219,253.00. 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.

Approve remounting Med-15 on a new 2026 chassis though North Central Emergency Vehicles, to receive after October 2026, in an amount not to exceed \$252,720.00. (Fire Chief)

Motion made by Collins, seconded by Welch, to approve remounting Med-15 on a new 2026 chassis though North Central Emergency Vehicles, to receive after October 2026, in an amount not to exceed \$252,720.00.

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Mayor Hike questioned if the box is being taken off the ambulance and placed on a new chassis. Mr. Jim Ristow, City Administrator, explained the same box, which is in better shape, will be used. The chassis will be the only thing replaced. It will save over \$100,000.00.

Don Gifford, Battalion Chief, Fire Department, explained when they do a re-chassis they leave the old box. They strip all the paint off, all the lettering, repaint and fix anything damaged, put new door hinges in.

Chief Perry Guido, Fire Department, advised a remount can be made up to four times.

Councilman Preister questioned how long the vehicle will be tied up. Battalion Chief Gifford explained it could be two to three months. They have spare med units if they need a backup.

Discussion followed.

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 Amended and Restated Agreement between the City of Bellevue and ARCO/Murray National Holdings, Inc., as Constructor Plus Fee with Guaranteed Maximum Price and Sign the General Conditions of contract for construction, in amount not to exceed \$79,977,029.00. (Economic and Community Development Director)

Motion made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the Amended and Restated Agreement between the City of Bellevue and ARCO/Murray National Holdings, Inc., as Constructor Plus Fee with Guaranteed Maximum Price and Sign the General Conditions of contract for construction, in amount not to exceed \$79,977,029.00.

Councilman Preister posed questions on the insurance coverage caps.

Mr. Jason Tordoff, Assistant Finance Director, advised during contract negotiations the city sought advice from FNIC. The terms were reviewed internally, and the city is confident they are covered. The general contractor liability coverages and contract do meet or exceed the Nebraska Municipality Political Subdivision damage caps of a \$1,000,000 per person or \$5,000,000 per occurrence. The general contractor is carrying an additional \$5,000,000 in umbrella insurance on top of car insurance and work comp. The city currently carries the same types of coverages as the contractor, acting as secondary coverage.

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 ([December report will be attached to the February 3rd Council Meeting, along with the January report](#))

CLOSED SESSION:

Mayor Hike stated there is a request to go into Closed Session.

Motion made by McCaw, seconded by Casey, moved that the City Council go into Closed Session at this time for the protection of the public interest. The subject matter to be discussed is personnel matters. The following individuals will be included in the portion of the closed session: Mayor Rusty Hike, Jerry McCaw, Rich Casey, Thomas Burns, Julie Collins, Don Preister, Kathy Welch, Aimee Bataillon, Tahnee King, and Daniel Willis.

Mayor Hike stated it is now 6:53 p.m. and we will be going into closed session, which will take place here in Council Chambers. Matters to be discussed in closed session shall be limited to personnel matters, for the protection of public interest.

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.

During closed session:

Tahnee King stepped out of the Council Chambers at 7:08 p.m., and returned at 7:10 p.m.
Councilman Burns stepped out of the Council Chambers at 7:10 p.m. and returned at 7:13 p.m.
Councilman Preister stepped out of the Council Chamber at 7:10 p.m. and returned at 7:14 p.m.
Councilwoman Collins left Council Chambers at 8:50 p.m.

Mayor stated it was now 8:52 p.m. and a motion has been made by McCaw, seconded by Burns, to come out of Closed Session and reconvene back into Open Session. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 16, 2025, Page 6

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by McCaw, seconded by Burns, the meeting was adjourned at 8:53 p.m.

Roll call vote to approve the adjournment was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. 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 December 16, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

6.
1/20/2026

CLAIMS FOR 2026/01/06 COUNCIL MEETING

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CITY ADMINISTRATOR

AMERICAN AIR LINES	PC-AIRFARE FOR CONFERENCE-H JOHNSON	654.97
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	55.11
DFW TAXI AND LIMO SERVICES	PC-TAXI FARE FOR CONFERENCE-H JOHNSON	76.92
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	87.02
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	26.41
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	275.12
OMAHA WORLD HERALD	PC-2025/09/30M OWH DIGITAL SUBSCRIPTION	19.99
OPENAI	PC-2025/08/30-09/30 CHATGPT PLUS SUBSCRIPTION	20.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	65.91
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	65.91
WSJ/BARRONS SUBSCRIPTION	PC-2025/09/30M WSJ SUBSCRIPTION	58.84
		\$ 1,558.04

CITY COUNCIL

UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	28.42
		\$ 28.42

LEGAL

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	9.73
CAPITAL BUSINESS SYSTEMS, INC	2025/11/07-12/06 COPIER EXPENSE	41.06
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	15.36
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	4.66
NEBRASKA.GOV	PC-2025/07/31M CASE LOOKUP FEES	17.00
NEBRASKA.GOV	PC-2025/08/31M CASE LOOKUP FEES	17.00
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	48.55
THOMSON REUTERS - WEST	PC-2025/07/31M ONLINE SOFTWARE SUBSCRIPTION	471.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	60.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	60.60
		\$ 896.97

CABLE ADVISORY

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	48.63
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	76.79
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	23.31
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	242.75
STACI NELSON	2025/02/26-11/18 REIMB LOCAL MILEAGE	184.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	28.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	28.90
		\$ 732.64

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	CODE UPDATES	399.00
AMERICAN LEGAL PUBLISHING CORP	SUPPLEMENT PAGES	969.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	84.27
CAPITAL BUSINESS SYSTEMS, INC	2025/10/26-11/25 COPIER EXPENSE	113.70
COLUMN SOFTWARE, PBC	PC-LEGAL AD	890.63
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	133.10
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	40.40
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	420.76
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	29.43
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	29.43
		\$ 3,209.88

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FINANCE/RISK MANAGEMENT

AICPA	PC-2025/08/01-2026/07/31 MEMBERSHIP DUES-SEVERSON	355.00
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	203.68
BELLEVUE OPTICAL	SAFETY GLASSES-J WIPF	125.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	71.32
CAPITAL BUSINESS SYSTEMS, INC	2025/11/09-12/08 PRINTER EXPENSE/MAINTENANCE	19.12
HANEY SHOE STORE	SAFETY SHOES-E ANDERSON	200.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	112.62
LEAGUE OF NEBRASKA MUNICIPALITIES	PC-2025 ANNUAL CONFERENCE-SEVERSON	411.00
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	34.18
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	356.03
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-K KEMP	200.00
STANDARD PRINTING COMPANY	A/P LASER CHECKS	516.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	284.20
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	87.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	81.12
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	149.20
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	141.86
		\$ 3,348.27

LIBRARY

AMAZON.COM, LLC	PC-CHAIR SLIDERS, DISPLAY STANDS, OFFICE SUPPLIES, PROGRAM SUPPLIES, DVD'S, PUZZLES, SCREEN PRINTING	2,546.63
CAPITAL BUSINESS SYSTEMS, INC	2025/11/10-12/09 COPIER EXPENSE	230.45
CENGAGE LEARNING, INC	BOOKS	158.35
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2025/11/09-12/08 MONTHLY SERVICE	857.98
FONTENELLE FOREST LIBRARY PASS	2026/01/01-12/31 LIBRARY MEMBERSHIP PROGRAM	300.00
HOSTGATOR.COM	PC-2025/08/26-09/25 MONTHLY DOMAIN MAINTENANCE	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	1,511.94
LIBRARY IDEAS	VOX BOOKS	344.73
LOWE'S	PC-PROGRAM SUPPLIES	19.92
MIDWEST TAPE	DVD'S	37.48
NEBRASKA LIBRARY ASSOCIATION	PC-2025 NLA ANNUAL CONF-CLOPTON, MCORE,	265.00
NEBRASKA STATE HISTORICAL SOCIETY	PC-2025/09/01-2026/08/31 SUBSCRIPTION FOR LIBRARY	35.00
NEBRASKA.GOV	PC-2025 NEBRASKA MAKERSPACE CONF-BARNARD, MISCHKE	180.00
QUADIENNT LEASING USA, INC	PC-2025/09/08-12/07 POSTAGE METER LEASE	282.33
QUADIENNT LEASING USA, INC	2025/11/30M LIBRARY NEOSHIPMENTS	602.39
RUFF WATERS, INC	2025/11/30M AQUARIUM MAINTENANCE	120.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	78.89
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	78.89
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	96.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	105.64
WALMART SUPERCENTER	PC-DVDS, PROGRAM SUPPLIES	105.24
		\$ 8,414.55

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	55.11
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE307746	87.02
IDEAL PURE WATER COMPANY	BOTTLED WATER	37.00
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	26.41
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	275.12
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	115.00
UKG INC	TIME MANAGEMENT	33,276.03
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL	0.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	67.27
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	73.53
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	93.24
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	100.69
		\$ 34,433.78

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CODE ENFORCEMENT

AALL ABOUT TREES	REMOVE DEAD TREES-1902 WAYNE ST	8,500.00
AALL ABOUT TREES	REMOVE DEAD TREES-LOT 1 COLLEGE HEIGHTS	7,500.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	8.35
CAPITAL BUSINESS SYSTEMS, INC	2025/11/10-12/09 COPIER EXPENSE	113.53
GREAT PLAINS UNIFORMS	UNIFORM ITEM-A MENJIVAR, WOLD	139.50
GREAT PLAINS UNIFORMS	SAFETY BOOTS-T WOLD	200.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE195089	14.29
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	128.54
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	62.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	62.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	78.59
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	78.59
		\$ 17,085.73

PUBLIC WORKS

AMAZON.COM, LLC	PC-AWAY SIGN, OFFICE SUPPLIES, PLANNERS	126.57
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	14.03
FELSBURG HOLT & ULLEVIG, INC	BPW 250601 US 75/US 34 INTERCHANGE CONCEPTS	28,800.00
	2025/11/01-11/30	
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE195089	23.99
HI-VIZ SAFETY WEAR, LLC	PC-HI VIZ SHIRTS, JACKETS	2,425.40
HOTEL AND LEISURE ADVISORS, LLC	PC-PROPOSED DEVELOPMENT ANALYSIS RETAINER FEE	7,800.00
JEO CONSULTING GROUP, INC	BPW 250803 QUAIL CREEK DAM THRU 2025/11/21	13,586.25
MATRIX BUSINESS SYSTEMS INC	2025/10/31-11/30 COPIER EXPENSE	98.05
NEBRASKA IOWA SUPPLY COMPANY, INC	FUEL FOR CITY TANKS	1,038.63
OLSSON ASSOCIATES	BPW 240802 WATER PARK INFRASTRUCTURE 2025/11/02-12/06	3,913.71
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	215.86
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	92.00
ROSS STORE	PC-BAGS TO DISTRIBUTE UNIFORMS	44.55
SARPY CO REGISTER OF DEEDS	PC-FILING FEE-SIDEWALK WAIVER	10.25
STOUT MEN'S SHOP	PC-SAFETY SWEATSHIRT	111.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	170.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	59.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	59.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	98.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	98.00
		\$ 58,786.73

PARKS

A-RELIEF SERVICES	2025/11/09-12/06 PORTABLE RESTROOMS-SWANSON PARK	199.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	235.93
CHICK-FIL-A	PC-SAFETY LUNCH	108.48
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	107.39
DAY ELECTRIC SERVICE, INC	REPLACED FOUNTAIN MOTOR ON BIG PUMPS, TROUBLESHOOT FOUNTAIN LIGHTS, CONVERT OUTLETS	2,402.29
GERALD KLUTHE	REIMB FOR CDL LICENSE	64.00
GRAINGER	PC-IMPACT ADAPTER, IMPACT SOCKET SET	204.46
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES, PLASTIC FORKS	150.78
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE697770	375.24
HGM ASSOCIATES INC	BPW 250108 EVERETT PICKLEBALL & PARKING THRU 2025/11/30	3,461.92
HOME DEPOT	PC-CUT RESISTANT GLOVES, BITS, HAMMER, SPRAY PAINT	201.95
MENARDS	PC-LIGHT BULBS, LUMBER	282.60
METROPOLITAN UTILITIES DIST	2025/11/07-12/09 MONTHLY SERVICE	795.22
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	95.41
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	558.97
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	37.87
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	627.25
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	33.26
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	416.89
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	72.51
OMAHA PUBLIC POWER DISTRICT	2025/10/30-11/11 MONTHLY SERVICE	58.73
TY'S OUTDOOR POWER & SERVICE	CUPHOLDER MOUNT KIT, LOWER DOOR WINDOW, TRIM	389.00

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PARKS (cont's)

UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	82.65
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	82.65
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	101.63
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	101.63
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS, SILLCOCK KEY	46.27
		\$ 11,682.78

RECREATION

AMAZON.COM, LLC	PC-CARD STOCK	21.58
CAPITAL BUSINESS SYSTEMS, INC	2025/11/11-12/10 COPIER EXPENSE	26.80
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	83.39
DICK'S CLOTHING AND SPORTING GOODS	PC-SOFTBALLS, BASEBALLS, T BALLS, CATCHER EQUIPMENT	1,795.37
METROPOLITAN UTILITIES DIST	2025/11/04-12/04 MONTHLY SERVICE	198.69
METROPOLITAN UTILITIES DIST	2025/11/06-12/04 MONTHLY SERVICE	105.40
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	53.81
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/03 MONTHLY SERVICE	95.18
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	153.60
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	296.89
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	36.81
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	17.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	17.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	31.59
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	31.59
WALMART SUPERCENTER	PC-FILE BOXES	26.56
		\$ 3,078.08

FACILITY MAINTENANCE

ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING-BPD	470.00
AMAZON.COM, LLC	PC-FLOOR MATS, OUTDOOR LED LIGHTS, SPRINKLER HEADS	375.77
BIG RED LOCKSMITHS	PC-STOREROOM LEVER, LATCH ARROW-1500 WALL ST	205.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	851.92
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,057.46
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	107.39
DAY ELECTRIC SERVICE, INC	NEW CONDUIT, WASH BAY EXHAUST, WIRE GATE	5,370.21
ECHO GROUP, INC	PC-BALLASTS, FLUORESCENT SOCKETS, MARQUEES SIGN	496.96
ENGINEERED CONTROLS	HVAC SERVICE, CHANGE CONTROLLER	4,529.39
ENGINEERED CONTROLS	APP 2 - FIRE STATION #1 BAS THRU 2025/12/12	39,200.00
FIRE PROTECTION SERVICES, LLC	FIRE ALARM & EXTINGUISHER INSPECTIONS	357.75
GALVIN GLASS	FIX WINDOWS IN PW AND HALLWAY AT LIBRARY	112.50
GEARHART CONSTRUCTION & PLUMBING INC	REMOVE & REPLACE SHOWER, HYDRANT LEAK-AHP	4,195.75
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES	1,325.97
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE173904	135.18
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE185987	19.38
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE197090	0.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE387012	252.48
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE531772	110.33
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE537731	35.29
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 ILA057815	60.63
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 ILA068052	77.53
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 ILA072249	0.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 NGM351570	20.38
HGM ASSOCIATES INC	BPW 250201 LIBRARY PARKING LOT REPAIR THRU 2025/11/30	3,880.63
HOSE & HANDLING, INC	PC-MULTI PURPOSE HOSE, T-BOLT-CASCIO POOL	22.69
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	158.08
MENARDS	PC-ANTIFREEZE, BRUSH, BATTERIES, GLOVES, DEADBOLTS, EXIT LIGHTS, PAINT, PLUMBING SUPPLIES, WEED PREVENTER, SHELF, ELECTRICAL SUPPLIES	819.11
METROPOLITAN UTILITIES DIST	2025/11/04-12/04 MONTHLY SERVICE	113.04
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	129.80
NAPA AUTO PARTS	PC-V-BELT-1500 WALL ST	7.92
NEBRASKA STATE FIRE MARSHALL AGENCY	NE29031 -1500 WALL - ANNUAL BOILER CERTIFICATE	36.00

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FACILITY MAINTENANCE (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	735.29
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/06 MONTHLY SERVICE	57.94
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	41.41
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/06 MONTHLY SERVICE	154.52
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	55.14
OVERHEAD DOOR CO OF OMAHA	GARAGE DOOR REPAIR-DIST 3	295.00
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2025/12/31M WATER ENERGY TEAM FIXED BILLING	370.00
TREES SHRUBS AND MORE	PC-MULCH-BANK	52.43
TRICO MECHANICAL SERVICES	HEAT SERVICE-DIST 4 & 2, BPD	5,620.57
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	71.59
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	71.59
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	90.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	90.28
WESTLAKE ACE HARDWARE	PC-MULTIPURPOSE REACHER, PAINT SUPPLIES, UPOST FOR SPRINKLER, WEEK KILLER	226.52
		\$ 72,883.88

CEMETERY

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	169.74
CAPITAL BUSINESS SYSTEMS, INC	2025/12/06-2026/01/05 COPIER EXPENSE	17.51
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	175.38
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE147557	0.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE213015	0.00
MENARDS	PC-DIRT FOR GRAVES	173.60
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	20.46
METROPOLITAN UTILITIES DIST	2025/11/06-12/04 MONTHLY SERVICE	93.94
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	438.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	23.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	23.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	28.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	28.74
		\$ 1,278.39

STREETS

ALFRED BENESCH & COMPANY	BPW 190815 CAPEHART RD DESIGN 2025/10/20-12/14	813.00
ALFRED BENESCH & COMPANY	BPW 250104 CITY OVERLAY PROJECTS 2025/11/17-12/14	2,868.75
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, JANITORIAL SUPPLIES	591.55
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	365.70
BURRELL ENTERPRISES, LLC	BPW 250102 CONCRETE PROJECT THRU 2025/11/29	65,334.33
BURRELL ENTERPRISES, LLC	BPW 250102 CONCRETE PROJECT THRU 2025/12/20	57,028.85
CONCRETE SUPPLY, INC	CONCRETE	713.50
CONNOR K HAGAN AND ELIZABETH R MAHAN	BPW 240124 TEMP EASEMENT ROW WHITTED CREEK TRACT 17	910.00
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	274.17
DAY ELECTRIC SERVICE, INC	WIRING FOR NEW BRINE TANKS NORTH SOUTH SHOPS	3,904.90
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE231905	214.70
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE642709	153.08
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE697769	152.58
HOSE & HANDLING, INC	PC-HOSE FOR AIR POST POUNDER	107.16
INDEPENDENT SALT CO	ICE CONTROL SALT	12,982.82
JACOBS ENGINEERING GROUP, INC	BPW 250301 QUAIL CREEK REHAB 2025/10/25-11/21	39,302.49
JACOBS ENGINEERING GROUP, INC	BPW 240124 WHITTED CREEK 2025/10/25-11/21	8,867.91
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	7,476.85
MENARDS	PC-TANK SPRAYERS, SCREWS	78.45
METROPOLITAN UTILITIES DIST	2025/11/04-12/04 MONTHLY SERVICE	158.64
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	206.90
METROPOLITAN UTILITIES DIST	2025/11/05-12/05 MONTHLY SERVICE	99.67
METROPOLITAN UTILITIES DIST	2025/11/06-12/05 MONTHLY SERVICE	374.50
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, REPLACE GUARDRAIL, REPAIRS CHAIN LINK FENCE	2,757.05
MIDWEST RIGHT OF WAY SERVICES, INC	BPW 240121 COLLEGE HTS DRAINAGE 2025/10/25-11/21	125.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW 240124 WHITTED CREEK 2025/10/25-11/21	7,085.48

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STREETS (cont'd)

NL & L CONCRETE INC	BPW 250102 CONCRETE PROJECTS 2025/10/19-11/26	353,319.17
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	119.72
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	583.78
OMAHA PUBLIC POWER DISTRICT	2025/10/20-11/19 MONTHLY CHARGES	199.78
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	45.04
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY CHARGES	37.07
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	715.46
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	13,239.71
OMAHA PUBLIC POWER DISTRICT	2025/10/29-11/25 MONTHLY CHARGES	100,811.64
OMAHA PUBLIC POWER DISTRICT	2025/10/30-12/03 MONTHLY SERVICE	190.46
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	34.24
READY MIXED CONCRETE COMPANY	CONCRETE	7,503.96
SPYDER KELLER	ADDITIONAL MILEAGE REIMB	137.31
THE SCHEMMER ASSOCIATES	BPW 240201 FONTENELLE HILLS & FOREST HILLS 2025/11/30M	5,568.75
THE SCHEMMER ASSOCIATES	BPW 250102 CONCRETE PANEL PROJECTS 2025/11/30M	19,973.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	767.34
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	236.07
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	242.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	330.58
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	330.58
		\$ 717,334.59

FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION LIGHTS, JUNCTION BOX, STEEL BUMPER, LIGHT BAR MOUNTS, SIRENS, T-RAIL MOUNTS-NEW	45,707.71
A & L HYDRAULICS, INC	HYD SNOW PLOW CYLINDER	678.25
AGRIVISION EQUIPMENT GROUP	PC-ELASTOSTART ASSY, OIL	214.06
AIR CLEANING TECHNOLOGIES, INC	STANDARD CONICAL ADAPTER, SHIPPING	344.75
ALLIED OIL & TIRE COMPANY	OIL, DIESEL	1,668.05
AMAZON.COM, LLC	PC-GUN SAFES FOR CRUISERS, BATTERY HOLD DOWN, JANITORIAL SUPPLIES, MOUNT CABLE TIES, VACUUM FILTERS, LATCH CLAMP	4,493.07
ARNOLD MOTOR SUPPLY	BRAKE FLUID, BRAKE PADS	110.37
AUTOMOTIVE WAREHOUSE DIST, INC	HYD FITTINGS, EXHAUST PARTS, COUPLERS, HOSES, TERMINALS, THREADLOCKER, SEALER, AIR GAUGE, BELT BATTERIES FOR MOTORCYCLES	858.69
AUTOZONE, INC	FORKLIFT GAS	345.90
AVERY RENTS	SERVICE CALL, O-RINGS, TIRES	27.36
BAUER BUILT TIRE & SERVICE	FLANGE BLOCK FOR CONVEYOR CHAIN BEARING	2,880.35
BAUM HYDRAULICS CORP	DRIVE SIDE DOOR SILL PLATE, INSULATORS, ABS MODULE, GASKETS, SENSORS, SEALS, SEPARTOR, PROCESSOR, VALVE ASSY	245.76
BAXTER FORD	2025/11/01-12/01 MONTHLY SERVICE	4,275.96
BLACK HILLS ENERGY	PC-WHEEL HUB SEAL, DOOR GLASS, TIRES, HEADLIGHTS, FILTERS, WIPER ARM, VALVE COVER GASKET	289.41
BOBCAT OF OMAHA	PRINTER REPAIR	4,150.49
CENTURY BUSINESS PRODUCTS, INC	RADIATOR MOUNTING PINS, RADIATOR, TRANSMISSION TUBES, CLAMPS, EXHAUST CLAMP, MIRROR	333.82
CORNHUSKER INTERNATIONAL TRUCKS	2025/12/31M MONTHLY SERVICE	3,413.11
COX BUSINESS SERVICES	PC-FILTERS, ACTUATOR KIT	107.39
CUMMINS SALES AND SERVICE	VALVE	2,902.35
DANKO EMERGENCY EQUIPMENT	STORAGE COMPARTMENT FOR MOTORCYCLE, REPAIR MANUAL, REPLACE HEATED GRIPS, CLUTCH KIT, ANIT FLANGED ELBOW, CLAMPS. GASKETS	431.25
DILLON BROTHERS H-D BUELL	FILTER ASSY, RADIATOR HOSE, PIGTAIL	2,053.18
DULTMEIER SALES LLC	PC-TIRES	29.80
FACTORY MOTOR PARTS CO	COATED GLOVES, CONDUIT CONNECTORS	201.87
GRAHAM TIRE COMPANY	2025/10/31-2025/12/01 BHE262116	2,811.00
GRAINGER	PC-CENTRIFUGAL PUMP-ST339A	61.59
HEARTLAND NATURAL GAS LLC	SPINNER ASSY, FRAME ASSY, CLEVIS PINS	400.09
HENDERSON PRODUCTS, INC	PC-16 INCH HOSE CLAMPS	1,983.48
HENDERSON PRODUCTS, INC	OFFICE SUPPLIES	1,719.78
HOSE & HANDLING, INC	PC-QUICK RELEASE VALVE	54.55
INDOFF, INC	BATTERIES	316.16
INLAND TRUCK PARTS CO	BATTERIES	53.32
INTERSTATE BATTERIES	PC-REPAIRS TO MED31	3,631.13
INTERSTATE BATTERIES		1,093.65
INTERSTATE POWER SYSTEMS, INC		5,427.26

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FLEET MAINTENANCE (cont'd)

J & J SMALL ENGINE SERVICE	PC-STIHL INNER FILTER-FD515	16.35
JIM HAWK TRUCK TRAILERS	PC-AIRBRAKE DRYER, BRAKE CHAMBER, CARTRIDGES, VALVE KIT, CLEVIS KIT	1,508.94
JONES AUTOMOTIVE	TELESCOPING POLE, SWING ARM MOTION ADAPTER	415.03
KRIHA FLUID POWER CO	PC-BALL VALVE, STREET ELBOW, FITTINGS, HOSE ASSY, HYD HOSES, PIPES, AUGER MOTOR	1,937.48
LOGAN CONTRACTORS SUPPLY	RECIRCLE VALVE	462.32
MACQUEEN EQUIPMENT, LLC	PC-CREDIT, SERVICE WORK DONE ON LADDER, SCAT MOTOR, GRAB HANDLE, SEAT SWITCH	(1,464.85)
MACQUEEN EQUIPMENT, LLC	O-RINGS, WATER FILTER	13.33
MATHESON TRI-GAS INC	MILLER BATTERY	13.60
MENARDS	PC-DUCT TAPE, FUNNELS, SPRAY PAINT, BATTERIES, DRILL KITS, ANGLE IRON	201.45
MENARDS - RALSTON	PC-OSCILLATING WALL MOUNT FAN	99.99
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	127.18
MGX EQUIPMENT SERVICES, LLC	SPROCKETS, FREIGHT-SANDER CONVEYOR BELT	112.76
MICHAEL TODD INDUSTRIAL SUPPLY	PC-BOSS RH & LH FORMED CUTTING EDGE	2,370.16
MIDLANDS AUTO REPAIR	PC-4 WHEEL ALIGNMENTS	249.99
MURPHY TRACTOR	PC-BREATHER, STREET PAD, FILTER KIT, FILTER ELEMENT	789.45
NAPA AUTO PARTS	BATTERY CABLE CONNECTOR, FILTERS, CLAMPS, SENSORS, WIPER BLADES, FITTINGS	1,177.68
NEBRASKA IOWA INDUSTRIAL FASTENERS	PLOW BOLTS, GLOVES, DRILL BITS, EYELETS, RIVETS, CONNECTORS, FLANGE NUTS	1,393.91
NMC INC	PC-BOLTS, NUTS, O-RINGS, WIPER BLDES, SCREWS	275.90
NORTH CENTRAL AMBULANCE SALES	AIR FILTERS	283.10
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	908.68
PRECISE MRM LLC	PC-2025/07/31M FLAT DATA PLAN	138.00
QUALITY TIRE, INC	PC-TIRES	258.00
RIEKES EQUIPMENT CO	PC-REPAIRS TO FF1	1,385.13
SEAGRAVE FIRE APPARATUS, LLC	SEAT BELT	260.36
TERMINAL SUPPLY CO	SHRINK STEP-DOWN BUTT CONNECTOR, EXTRACTION TOOL, TWEEZER	519.75
THE UPS STORE	PC-SHIPPING CHARGES-FC14	18.94
TOOL SHED OF OMAHA	PC-GRINDER PADDLE SWITCH	155.00
TRUCK CENTER COMPANIES-OMAHA	STACK PIPE, CLAMP, FREIGHT	124.55
TURFWERKS	PC-CENTER DECK, CASTER FORK-PA409	3,220.02
TY'S OUTDOOR POWER & SERVICE	SNOW PLOW PUSH BEAM ASSY, ACTUATOR, PUSH FRAME, ROCKER SWITCH, SPRING YOKE	2,100.42
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	559.32
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	162.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	162.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	207.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	207.67
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVER RENTAL	637.14
WELDON PARTS INC	PC-FRONT BRAKE ROTORS FOR LADDER TRUCKS	650.00
WOODHOUSE PLATTSMOUTH	PROGRAM NEW ELECTRONIC KEYS-HS5	468.13
		\$ 115,443.09

SOLID WASTE

CITY OF OMAHA	2025/11/30M COMPOST DELIVERIES	13,870.15
PAPILLION SANITATION	2025/11/04-11 GLASS RECYCLING	432.88
PAPILLION SANITATION	2025/11/30M TRASH HAULING FEES	373,315.05
PAPILLION SANITATION	2025/11/18 GLASS RECYCLING	220.81
		\$ 387,838.89

PLANNING

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	12.69
COLUMN SOFTWARE, PBC	PC-LEGAL AD	34.36
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE195089	21.70
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	195.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	28.39
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	28.39
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	41.49
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	41.49
		\$ 460.60

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PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	APPROVAL STICKERS FOR PERMITS	698.88
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	16.95
CAPITAL BUSINESS SYSTEMS, INC	2025/10/18-11/17 COPIER EXPENSE	161.53
CORNHUSKER AUTO WASH	2025/11/30M CAR WASHES	27.10
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE195089	29.00
HOME ONE COMPANIES	REFUND FOR PERMIT CANCELLED BY CONTRACTOR	100.00
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	260.87
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	88.35
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	88.35
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	115.73
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	115.73
WESTLAKE ACE HARDWARE	PC-CHAIN, PADLOCK	51.99
		\$ 2,010.26

POLICE

911 CUSTOM, LLC	FLASH-BANG TRAINING BODIES, SHIPPING	3,616.89
AMAZON.COM, LLC	PC-FLASH DRIVES, OFFICE SUPPLIES, DINING CHAIRS, POWER STATION, TOOL BOX, BATTERIES	2,871.28
AMERICAN COUNCIL ON EXERCISE	PC-2025/09/13 MEMBERSHIP-BANKS	34.95
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 653 VIN# 1FM5K8AB1TGA40903	43,871.00
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 654 VIN# 1FM5K8AB4TGA48929	43,871.00
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 602 VIN# 1FM5K8AB0TGA41007	43,871.00
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 652 VIN# 1FM5K8AB1TGA45311	43,871.00
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 630 VIN# 1FM5K8ABXTGA45064	43,871.00
ANTHROPIC PBC	PC-2025/08/16-09/16 AI TRAINING - KIRWAN, JASHINSKE	40.00
A-RELIEF SERVICES	2025/11/13-12/10 PORTABLE RESTROOMS-RANGE	199.00
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	283.28
AT&T MOBILITY-CC	2025/11/05-12/04 MONTHLY SERVICE	4,055.85
AUTO BODY AUTHORITY	TOW CHARGE	175.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	300.43
BULLSEYE PDR, INC	DENT REPAIR-UNIT 132	250.00
CATTLE BANK & TRUST	SUBPOENA - DOCUMENT RESEARCH	25.00
CNA SURETY DIRECT BILL	PC-2025/09/07-2029/09/07 BOND RENEWAL-HAVERTY	40.00
CONNER PSYCHOLOGICAL SERVICES PC	PHYSICAL TESTING-BETSWORTH	465.00
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/12/02-2026/01/01 MONTHLY SERVICE	285.00
CRASH DATA GROUP	PC-2025/08/23-2026/08/22 LICENSE RENEWAL	1,500.00
DAIGLE LAW GROUP, LLC	PC-REGISTRATION FOR USE OF FORCE-STUCK	895.00
DELL MARKETING L.P.	2 DELL PRO 16 ULTRA 7 LAPTOPS	2,391.92
DRY CREEK ARSENAL, LLC	DUTY HANDGUNS, SHIPPING	2,735.93
FIRST NATIONAL BANK OF OMAHA	SUBPOENA FOR RECORDS	51.30
GAYLORD NATIONAL HOTEL	PC-LODGING FOR TRAINING-C BROWN	1,246.08
GOVDIRECT, INC	TOUGHBOOK BATTERIES	1,399.80
GREAT PLAINS UNIFORMS	REPLACE PATCHES, BALLISTIC VEST, UNIFORM ITEMS- MEYERS, HART, MIRAGLIA, STEWART, RENDON	2,639.48
GUARDIAN ALLIANCE TECHNOLOGIES INC	GUARDIAN SOFTWARE PLATFORM, SCREENING REPORTS	220.00
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE195089	513.88
HOLIDAY INN	PC-LODGING FOR TRAINING-JASHINSKE	334.42
HOLIDAY INN EXPRESS & SUITES GRAND HOWARD BANKS	PC-LODGING FOR TRAINING-K MANNING, KOLBE, REIMB MEALS FOR TRAINING	1,540.00 170.00
HYUNDAI MOTOR FINANCE	2025/12/31M LEASE PMT - HIDTA-DEA	720.01
ICOR TECHNOLOGY, INC	REMOTE TECHNICAL TACTICAL ROBOT, RADIO EXTENDER, SHIPPING	75,997.50
JACKSON SERVICES, INC	DOOR MAT SERVICE	100.85
JOHN E STUCK	REIMB TRAINING EXPENSES	488.61
JOSEPH GRAY	REIMB K9 MEDICINE	249.91
JW MARRIOTT SAN ANTONIO HILL COUNTRY	PC-LODGING FOR TRAINING-MARRS	691.00

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POLICE (cont'd)

LEXIPOL, LLC	2025/10/01-2026/09/30 ANNUAL IT SUPPORT-LEFTA	3,565.61
LEXIPOL, LLC	2025/10/01-2026/09/30 PERFORMANCE REPORTING	14,800.00
MATCON, LLC	2026/01/31M MAINTENANCE AND RENT FOR K9 BLDG	1,841.87
MOHEGAN SUN RESORT	PC-LODGING DEPOSIT FOR TRAINING-STUCK	143.75
MOTOROLA SOLUTIONS, INC	2022/02/22-2023/02/21 ANNUAL SERVICE DEVICE LICENSE	975.00
MYZONE, INC	PC-2025/08/31M WELLNESS PROGRAM	75.00
NATIONAL STRENGTH & CONDITIONING	PC-2025/10/24-2026/10/23 ON-LINE RENEWAL	130.00
NEBRASKA FURNITURE MART	32 SAMSUNG TV	930.00
NSA/POAN	PC-CONFERENCE REGISTRATION	220.00
OFFUTT COLLISION REPAIR CENTER	FRONT BUMPER REPAIRS-UNIT 709, ADDITIONAL REPAIRS	2,358.41
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	36.63
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	4,623.04
OMNI ORLANDO RESORT	PC-LODGING FOR TRAINING-CROGHAN, ZALESKI	1,639.68
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/08/26-09/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/09/02-10/01 EVIDENCE STORAGE	164.00
PROJECT LIFESAVER INTERNATIONAL	TRANSMITTER ONE YEAR KIT, SHIPPING	4,018.94
SIRIUS VETERINARY ORTHOPEDIC CENTER,	PC-VET SERVICE-KADO	2,071.23
SOUTHWEST AIRLINES	PC-AIR FARE FOR TRAINING-MILOS, LAMPMAN, STUCK	1,791.07
STERLING COMPUTERS CORPORATION	2025/12/26-2026/12/25 ABSOLUTE RESILIENCE, LICENSES	7,253.55
STERLING COMPUTERS CORPORATION	2025/12/01-2026/11/30 ABSOLUTE SECURE ACCESS	2,888.10
STRADA OCCUPATIONAL HEALTH	MEDICAL TESTING-NEW RECRUITS	1,628.00
THOMSON REUTERS - WEST	2025/11/30M ONLINE SUBSCRIPTION	496.00
TODD MEADOWS	REIMB FOR FUEL	30.00
TRAVELERS	CITIZEN LIABILITY CLAIM	919.60
TRI-TECH FORENSICS, INC	PC-MEDICAL SUPPLIES	2,682.26
TRI-TECH FORENSICS, INC	EVIDENCE TAPE	745.00
TROY BENDICKSON	REIMB MEALS FOR TRAINING	102.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	3,628.68
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	770.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	770.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	1,849.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	1,849.33
VERIZON WIRELESS	2025/11/24-12/23 MONTHLY SERVICE	117.59
WESTLAKE ACE HARDWARE	PC-KEYS	11.97
		\$ 391,732.48

FIRE & RESCUE

AIRGAS USA, LLC	2025/11/30M CYLINDER RENTAL, OXYGEN	727.99
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, FIRE EXTINGUISHERS, DOOR OPENER REMOTE, BRUSHES, GLOVES, SHOES, WATERCAN	1,191.12
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	338.85
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/12/31M MONTHLY SERVICE	115.00
DANKO EMERGENCY EQUIPMENT	CREDIT DUE TO OVERPAYMENT ON BOOTS	(169.00)
DENNIS SCHWEIGART	REFUND FOR SERVICE	136.44
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
GP ARCHITECTURE, LLC	BPW 250109 BFD OUTBUILDING & PARKING LOT THRU 2025/12/21	6,300.00
GREAT PLAINS UNIFORMS	UNIFORM ITEM-M CEBALLO, PINEDA, CRAIG, VCANSANT, FOWLER, NAWRICKI, RICHARDSON, SIMON	2,257.27
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE215876	11.92
HEARTLAND NATURAL GAS LLC	2025/10/31-2025/12/01 BHE235679	328.52
MACQUEEN EQUIPMENT, LLC	HURST SPREADER-TOOLS SERVICES	2,335.00
MARCO TECHNOLOGIES, LLC	2025/11/02-12/01 COPIER EXPENSE	209.48
MENARDS	PC-SUPPLIES FOR TRAINING SITE	136.43
METROPOLITAN UTILITIES DIST	2025/11/04-12/04 MONTHLY SERVICE	367.23
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	1,027.04
METROPOLITAN UTILITIES DIST	2025/11/05-12/05 MONTHLY SERVICE	3,334.24
METROPOLITAN UTILITIES DIST	2025/11/07-12/05 MONTHLY SERVICE	139.54
METROPOLITAN UTILITIES DIST	2025/11/07-12/09 MONTHLY SERVICE	912.12
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	1,128.44
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/23 MONTHLY SERVICE	1,419.85
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/06 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	657.97
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	1,972.53
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	860.08
REDBACK USA	BOOTS FOR QUARTERMASTER	178.10

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FIRE & RESCUE (cont'd)

STERICYCLE, INC	ON-SITE DOCUMENT SHREDDING	144.00
STRYKER SALES CORPORATION	LUCAS DEVICE FOR EMS	18,577.68
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	2,785.16
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	618.22
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	618.22
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	1,429.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	1,429.67
WESTLAKE ACE HARDWARE	PC-PVC CEMENT	34.98
		\$ 51,809.49

NON-DEPARTMENTAL/CONTRACTS

FIRST NATIONAL BANK OF OMAHA	2025/11/30M ANALYSIS CHARGE	709.67
ABBY HIGHLAND	2025/11/31M CDBG EXPENSES	673.75
AMAZON.COM, LLC	PC-ALTERNATING RELAY	68.94
CENTURY LINK	2025/11/04-12/03 MONTHLY SERVICE	294.93
FIRST NATIONAL INSURANCE COMPANY	2025/10/01-2026/10/01 -2 OF 4 CONSULTING FEES	12,125.00
FIRST NATIONAL INSURANCE COMPANY	2023/10/01-2025/10/01 AUDIT EXCESS WORKERS COMPENSATION	34,208.00
GREAT PLAINS COMMUNICATIONS LLC	2025/12/31M MONTHLY SERVICE	480.39
GROW SARPY	2026/01/01-12/31 ANNUAL INVESTMENT	5,000.00
HEARTLAND MARKETING & MENARDS	2025/10/27-11/30 SOCIAL MEDIA MANAGEMENT	3,588.79
	PC-ANTIFREEZE, WATER, CLEANERS, CONNECTORS, PIPE NIPPLES, NUTS, ADHESIVE, SEALANT, HARD HATS	473.27
NEBRASKA EMERGENCY MANAGEMENT	REIMBURSEMENT PARADISE - L&J ASSET HOLDINGS	5,000.00
NE-DEPARTMENT OF REVENUE	2025/11/30M SALES AND USE TAX RETURN (FORM 10)	63.09
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	131.58
PM AM CORPORATION	2025/11/30M - ALARM FEES	1,827.00
SARPY CO REGISTER OF DEEDS	PC-FILING FEE-SUBORDINATION FEE-MARATHON	16.40
SCOTT WELCH	PC-2025/09/30M WEB MAINTENANCE	125.00
		\$ 64,785.81

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-CHARGING CABLES, GARAGE DOOR OPENER, CONTROL MODULE, UPS, COUPLERS, THREADLOCKER	1,687.15
CARHARTT, INC	PC-UNIFORM SHIRTS, PANTS-EBEL	288.94
DELL MARKETING L.P.	AOI COMPUTERS (5)	6,400.00
HOME DEPOT	PC-SUPPLIES FOR STARLINK STAR UP	11.97
MENARDS	PC-COUPLERS, BUSHINGS, HEX KEY SET, THREADLOCKER, NUTS	83.64
MOTOROLA SOLUTIONS, INC	NEW RADIO FOR NEW VEHICLE	7,734.89
SHI INTERNATIONAL CORP	2025/11/05-2026/11/04 ABODE LICENSES	8,668.15
STARLINK - A DIVISION OF SPACE	PC-2025/08/28-09/28 CLOUD STORAGE	165.00
TESSCO LLC	UHF FEMALE ANTENNA, CONNECTORS	383.06
THE UPS STORE	PC-SHIPPING CHARGE	20.18
WASABI TECHNOLOGIES, LLC	PC-2025/07/12-08/11 CLOUD STORAGE	169.72
		\$ 25,612.70

2206 LONGO DR

C&E INDUSTRIES	2025/11/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/11/04-12/03 MONTHLY SERVICE	139.52
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACED MOTOR AND CIRCUIT BOARD 10/24	3,969.00
CINTAS LOCATION #749	2025/11/10 MAT SERVICE	496.48
COX BUSINESS SERVICES	2025/10/27-11/26 MONTHLY SERVICE	157.80
ELECTRICAL CONTRACTORS, INC	REPAIR OUTSIDE LIGHTS 10/29	1,550.86
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES - 11/03/25	202.85
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES - 11/19	2,113.25
METROPOLITAN UTILITIES DIST	2025/10/07-11/04 MONTHLY SERVICE - GAS, WATER	2,446.05
OMAHA PUBLIC POWER DISTRICT	2025/09/24-10/22 MONTHLY SERVICE	8,131.46
PAPILLION SANITATION	2025/11/30M SERVICE	485.24
PROTECH PEST CONTROL	2025/11/30M PEST CONTROL	149.80
SARPY COUNTY TREASURER'S OFFICE	2025 RE TAXES ON 2206 LONGO DR	33,580.71
SELDIN LLC	2025/10/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/11/30M APPFOLIO FEES, BANK FEES	61.23
TAILORED LAWN, INC	2025/11/04 LAWN CARE	700.00

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USG	VA - LIGHTING 11/20	452.76
USG	VA - TRIPPED BREAKER 11/06	163.71
USG	VA - EMERGENCY LIGHTS - REPLACED FLUORESCENT	3,900.00
USG	VA - FIXED LOOSE HOOKS 11/07	119.84
USG	VA - PLUMBING LABOR AND SUPPLIS 10/29	681.41
USG	VA - RESET TRIPPED BREAKER 11/20	126.26
USG	VA - HVAC ROOM 113 10/08	321.00
USG	WOMEN'S RESTROOM VENT 11/12	163.71
USG	LEAK, REPAIRED DOWNSPOUT 10/06	410.05
USG	RAISED FLAG AND REPLACED BULB 11/20	163.71
USG	2025/11/30M ELEVATOR INSPECTION	114.10
USG	EQUIPMENT, CHECKING TOWERS, PUMPS, WALKED	207.58
USG	CERRIS TO REPLACE FAN MOTOR AND BOARD	119.84
USG	COOLING TOWER FAN REPAIRED BROKEN PVC CONDUIT	1,745.34
USG	REPAIRD STOP UP TOILET 10/29	282.99
WATERLINK INC	2025/11/30M WATER TREATMENT SERVICE	431.63
		\$ 69,029.28

BELLELVUE BAY INDOOR WATERPARK PINK GRADING INC

BWP00013 MASS GRADING THRU 2025/11/20		99,173.70
		\$ 99,173.70

FEDERAL FORFEITURES

VERIZON WIRELESS	2025/11/22-12/21 MONTHLY SERVICE	690.95
MIDWEST STORAGE SOLUTIONS	(20) LOCKABLE DOORS & 100 FILE DIVIDERS FOR ARCHIVE ROOM	6,215.01
		\$ 6,905.96

WASTEWATER-ADMIN

CAPITAL BUSINESS SYSTEMS, INC	2025/11/09-12/08 COPIER EXPENSE	94.67
CAPITAL BUSINESS SYSTEMS, INC	2025/10/09-11/08 COPIER EXPENSE	136.86
CENTURY LINK	2025/12/04-2026/01/03 MONTHLY SERVICE	66.67
COX BUSINESS SERVICES	2025/12/04-2026/01/03 MONTHLY SERVICE	220.00
FIRST NATIONAL BANK OF OMAHA	2025/11/30M ANALYSIS CHARGES	451.60
HANEY SHOE STORE	SAFETY SHOES-J WIPF, KRANEWSKI, RECINOS, ENGEL, DECKER	830.96
METROPOLITAN UTILITIES DIST	2025/11/06-12/05 MONTHLY SERVICE	681.49
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	247.58
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	1,874.14
OMAHA PUBLIC POWER DISTRICT	2025/10/21-10/29 MONTHLY SERVICE	1,032.67
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	636.14
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	643.33
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-P BARRETT, CLINGEMAN	400.00
RED WING BUSINESS ADVANTAGE ACCOUNT	CREDIT-SAFETY SHOES-CHONIS-INV 20251030053983	(179.99)
RED WING BUSINESS ADVANTAGE ACCOUNT	CREDIT-SAFETY SHOES-CHAVEZ-INV 20251030053983	(200.00)
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M DENTAL INSURANCE	454.72
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LIFE INSURANCE	129.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	129.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M LTD INSURANCE	163.16
UNITED OF OMAHA LIFE INSURANCE CO	2025/11/30M LIFE INSURANCE	163.16
		\$ 7,975.72

WASTEWATER-LIFT STATION MAINTENANCE GRAINGER

ADJ HYDRANT WRENCHES		84.87
		\$ 84.87

WASTERWATER-SEWER MAINTENANCE

ARMOR EQUIPMENT	REPLACE DIGITAL COUNTER , WATER REEL MOUNTING ARMS	8,232.74
ELLIOTT EQUIPMENT CO	TAILGATE GASKET, SWIVEL, SHIPPING	1,325.86
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY PAINT	246.24
		\$ 9,804.84

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WW-SEWER CONSTRUCTION

HEIMES CORPORATION	EMERGENCY SEWER REPAIR-714 S 52ND ST	27,683.46
UTILITY EQUIPMENT COMPANY	PVE SEWER PIPE, BOX RING, COUPLING	507.61
		<u>\$ 28,191.07</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/11/31M CDBG EXPENSES	4,633.75
RDG PLANNING & DESIGN, INC	CDBG HOUSING RESILIENCE PLAN THRU 2025/11/30	41,700.00
		<u>\$ 46,333.75</u>

TOTAL CLAIMS FOR 2026/01/06 \$ 2,241,945.24

TOTAL PAYROLL FOR 2025/12/19 \$ 1,869,499.07

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1/20/2026

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CITY ADMINISTRATOR

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	55.11
CAPITAL BUSINESS SYSTEMS, INC	2025/11/20-12/19 COPIER EXPENSE	284.30
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	3,938.16
SAM'S CLUB DIRECT	2025/12/08-2026/12/07 MEMBERSHIP	45.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	110.28
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		\$ 4,432.85

LEGAL

CORPORATION SERVICE CO	ONLINE PAYMENT FOR SET-UP FEE	120.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	9.73
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	4,417.67
SARPY COUNTY COURT	CLAIM 647 CR 25 5124 FEE	17.00
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		\$ 4,564.40

CABLE ADVISORY

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	48.63
COX BUSINESS SERVICES	2025/12/19-2026/01/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	4,425.20
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		\$ 4,482.87

CITY CLERK

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	84.27
CAPITAL BUSINESS SYSTEMS, INC	2025/11/26-12/25 COPIER EXPENSE	180.19
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	2,399.19
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
ONE SOURCE	2025/12/01-2026/01/01 BACKGROUND CHECKS	88.00
SOUTHEAST AREA CLERKS ASSOCIATION	2026/01/01-12/31 MEMBERSHIPS DUES	20.00
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		\$ 2,801.65

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	71.32
CAPITAL BUSINESS SYSTEMS, INC	2025/11/20-12/19 COPIER EXPENSE	355.82
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	7,684.61
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOE-B SELLING	200.00
SAM'S CLUB DIRECT	2025/12/08-2026/12/07 MEMBERSHIP	60.51
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		\$ 8,402.26

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2025/11/30-12/30 COPIER EXPENSE	179.76
CENGAGE LEARNING, INC	BOOKS	57.58
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	53.24
CENTURY LINK	2025/12/11-2026/01/10 MONTHLY SERVICE	149.04
CONNIE BARNARD	REIMB FOR CLEANING CLOTHS	81.92
COX BUSINESS SERVICES	2025/11/09-12/08 MONTHLY SERVICE	857.98
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	8,656.56
INGRAM LIBRARY SERVICES LLC	BOOKS	1,369.03
MATRIX BUSINESS SYSTEMS INC	2025/12/01-30 COPIER EXPENSE	16.29
RUFF WATERS, INC	2025/12/31M AQUARIUM MAINTENANCE	120.00
SCOTT WELCH	2026/01/31M MONTHLY WEB HOSTING & SUPPORT	125.00
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		\$ 11,666.40

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	55.11
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	10,374.31
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INSTITUTE FOR COMMUNITY ALLIANCES	2025/10/01-2026/09/30 HMIS USER FEES	484.00
INTEGRATED CARE, LLC	MEDICAL TESTING	240.00
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	318.13
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	102.50
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	1,617.57
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		\$ 13,221.62

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CODE ENFORCEMENT

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	8.35
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	9,228.70
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	5.89
TIM ROSE TREE SERVICE	REMOVE DEAD TREE LOT 1 ANDERSON ADDITION	989.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	514.67
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		10,746.61

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALLATION 2025/11/17-12/14	5,194.60
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	14.03
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	5,658.60
JEO CONSULTING GROUP, INC	BPW 250803-QUAIL CRK DAM PROF SERVICES THRU 2025/12/19	1,945.00
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	9.89
ONE CALL CONCEPTS	2025/12/31M LOCATE FEES	872.93
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	154.35
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		13,849.40

PARKS

A-RELIEF SERVICES	2025/11/29-12/26 PORTABLE RESTROOMS- CHURCH	199.00
A-RELIEF SERVICES	2025/11/25-12/22 PORTABLE RESTROOMS-AHP	554.00
A-RELIEF SERVICES	2025/11/17-12/14 PORTABLE RESTROOMS- BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/11/17-12/14 PORTABLE RESTROOMS- HAWORTH PARK	103.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	235.93
CAPITAL BUSINESS SYSTEMS, INC	2025/11/18-12/17 COPIER EXPENSE	42.59
DAY ELECTRIC SERVICE, INC	REPAIR LIGHT POLE-BLACKHAWK PARK	692.50
DAY ELECTRIC SERVICE, INC	REPAIR WIRING FOR FLAG POLE-WASHINGTON PARK	1,511.17
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	8,007.37
HUGHES TREE SERVICE	TREE REMOVAL-REED CENTER	3,600.00
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	95.41
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	558.97
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	37.87
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	627.25
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	33.26
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	416.89
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	72.51
OMAHA PUBLIC POWER DISTRICT	2025/10/30-11/11 MONTHLY SERVICE	58.73
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	299.00
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES	802.76
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	2,860.24
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		\$ 20,911.45

RECREATION

EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	5,290.54
OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	53.81
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/03 MONTHLY SERVICE	95.18
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	153.60
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	296.89
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	36.81
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	92.00
SAM'S CLUB DIRECT	2025/12/08-2026/12/07 MEMBERSHIP	45.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	185.61
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		\$ 6,249.44

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FACILITY MAINTENANCE

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	851.92
CARPENTER PAPER CO	JANITORIAL SUPPLIES	916.52
CERRIS SYSTEMS NORTH CENTRAL, INC	TROUBLESHOOT FAN COIL IN MECHANICAL ROOM	1,216.63
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	13,840.49
FIRE PROTECTION SERVICES, LLC	SEMI ANNUAL FIRE ALARM INSPECTIONS-1510 WALL ST & 1500 WALL ST	490.00
HELM SERVICE	UNIT TRIPPING OUT ON HIGH LIMIT-TRAINING SITE	396.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	23.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	157.54
MENARDS	BUCKET, BATTERIES, GLOVES, MOUSE TRAP	51.46
OMAHA DOOR & WINDOW COMPANY, INC	REPLACE ROLL PINS, TIGHTENED SPROCKETS-LIFT AT FLEET	627.36
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	735.29
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/06 MONTHLY SERVICE	57.94
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	41.41
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/06 MONTHLY SERVICE	154.52
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	55.14
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	37.34
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/23 MONTHLY SERVICE	40.17
OVERHEAD DOOR CO OF OMAHA	REPLACE ROLLERS, LUBE-WW	255.00
STEVE'S FLOOR COVERINGS, INC	CARPET FOR STEPS-POLICE DEPT	1,438.00
TRICO MECHANICAL SERVICES	HEAT SERVICE-WASTEWATER, TRAINING SITE	845.83
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	543.06
		\$ 22,774.62

CEMETERY

A-RELIEF SERVICES	2025/11/29-12/26 PORTABLE RESTROOMS	199.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	169.74
CAPITAL BUSINESS SYSTEMS, INC	2026/01/06-02/05 COPIER EXPENSE	17.51
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	3,065.29
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	438.74
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	488.85
		\$ 4,379.13

STREETS

ALFRED BENESCH & COMPANY	BPW 250103-CDBG SIDEWALK IMPROVEMENTS 2025/11/17-12/14	2,261.75
ALFRED BENESCH & COMPANY	BPW 240101-MAJOR STREET RESURFACING 2025/11/17-12/14	5,218.44
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2025/09/15-10/19	38,044.00
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2025/10/20-11/16	31,363.42
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2025/10/20-11/16	6,601.43
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	365.70
CAPITAL BUSINESS SYSTEMS, INC	2025/11/12-12/11 COPIER EXPENSE	68.56
CONCRETE SUPPLY, INC	CONCRETE	4,050.00
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT, FIX STREET LIGHT 203 W MISSION	127.00
DAY ELECTRIC SERVICE, INC	CHANGE LIGHTS, INSTALL GLOBE-MISSION AVE	567.10
DAY ELECTRIC SERVICE, INC	REWIRE BRINE PUMP, RE-FEED SALT PUMP	2,883.59
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	34,606.86
HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR PKG 2 THRU 2025/12/15	21,497.92
INDEPENDENT SALT CO	ICE CONTROL SALT	15,073.43
KEYMASTERS OF GREATER OMAHA, INC	PADLOCKS, REKEY	589.92
METROPOLITAN UTILITIES DIST	2025/11/07-12/11 MONTHLY SERVICE	56.27
MICHAEL TODD INDUSTRIAL SUPPLY	V LOK ADAPTERS, V-LOC FOR U CHANNEL POSTS, SIGNS, SPRAY PAINT	3,213.34
MID-AMERICAN SIGNAL	RADAR SENSOR, CABINET INTERFACE	52,160.00

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STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	119.72
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	583.78
OMAHA PUBLIC POWER DISTRICT	2025/10/20-11/19 MONTHLY CHARGES	199.78
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	45.04
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY CHARGES	37.07
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	715.46
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	13,239.71
OMAHA PUBLIC POWER DISTRICT	2025/10/29-11/25 MONTHLY CHARGES	100,811.64
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,404.79
SPYDER KELLER	SHORT CHANGE MILEAGE REIMB	137.31
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	6,986.01
		\$ 366,225.04

FLEET MAINTENANCE

911 CUSTOM, LLC	WARNING LIGHTS	3,909.87
AA WHEEL & TRUCK SUPPLY, INC	BREAKAWAY SWITCH, SEALS	45.86
ALLIED OIL & TIRE COMPANY	DEF FLUID, ANTIFREEZE	2,001.62
ARNOLD MOTOR SUPPLY	POWER WINDOW REGULATOR & MOTOR ASSEMBLY, VALVE CHECK	163.76
AUTOMOTIVE WAREHOUSE DIST, INC	HYD HOSE, GASKET REMOVAL DISC, TRAILER PLUGS, FITTINGS, BRAKE ROTORS & PADS, PAINT	569.93
AVERY RENTS	2025/12/03 PROPANE RENTAL FOR FORK LIFT	26.25
BAUER BUILT TIRE & SERVICE	STEER TIRES, ALL SEASONS TIRES	1,946.88
BAXTER FORD	BLOCK HEATER CORD, RADIATOR HOSES, FILTERS, GASKETS, CRANKCASE FILTERS, RACK & PINION ASSY, THERMOSTAT	4,767.43
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	289.41
CORNHUSKER INTERNATIONAL TRUCKS	TURBOCHARGER ACTUATOR, FITTINGS, BOLTS, BUSHINGS, HOSE ASSY, CLAMPS, INJECTOR, COOLANT HOSE, BOLTS	9,311.26
CUMMINS SALES AND SERVICE	TURBO CHARGER ACTUATOR, EXHAUST OUT	2,301.47
DILLON BROTHERS H-D BUELL	SELF TAP SCREWS, MIRROR, LIFT & FRONT WHEEL CLAMPS	1,983.96
DULTMEIER SALES LLC	POLYPRO BUSHING	3.90
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	22,523.90
FACTORY MOTOR PARTS CO	OXYGEN SENSORS	72.65
GALVIN GLASS	WINDSHIELD REPAIR	70.80
INTERSTATE BATTERIES	BATTERIES	478.90
LOGAN CONTRACTORS SUPPLY	FLANGE GASKET	47.32
MATHESON TRI-GAS INC	OXYGEN CYLINDER RENTALS	170.45
MCMASTER-CARR SUPPLY COMPANY	PHILLIPS SCREWS	22.41
NAPA AUTO PARTS	CLAMPS, FILTERS, FITTINGS, LIFT FUEL PUMP, BRAKLEEN CLEANER, WINDOW REGULATOR, BRAKE ROTORS, PADS, TRAILER WIRE, CABLE, CONNECTORS, BOLTS	2,348.60
NEBRASKA IOWA INDUSTRIAL	LOCKING HANDLE	183.59
NORTH CENTRAL AMBULANCE SALES	2025/10/22-11/21 MONTHLY SERVICE	315.45
OMAHA PUBLIC POWER DISTRICT	FILTERS	908.68
TOYNE, INC	2025/11/30M FUEL PURCHASES	355.99
US BANK VOYAGER FLEET SYSTEMS	UNIFORM RENTAL SERVICE, FENDER COVERS	514.67
WALKERS UNIFORM RENTAL	GASKET	468.33
WOODHOUSE PLATTSMOUTH		15.68
		\$ 55,819.02

SOLID WASTE

PAPILLION SANITATION	2025/12/22-12/31 TRASH HAULING FEE	373,338.85
		\$ 373,338.85

PLANNING

BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	12.69
CAPITAL BUSINESS SYSTEMS, INC	2025/11/18-12/17 COPIER EXPENSE	57.89
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	2,212.60
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	8.95
		\$ 2,292.13

MINUTE RECORD

CLAIMS FOR 2026/01/20 COUNCIL MEETING

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PERMITS & INSPECTIONS

BIG A DEMO AND EXCAVATING	DEMOLITION OF 1110 FT CROOK RD	214,866.00
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	16.95
CAPITAL BUSINESS SYSTEMS, INC	2025/11/18-12/17 COPIER EXPENSE	224.31
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	12,962.50
JAMCO ABATEMENT SERVICES	ASBESTOS ABATEMENT-1110 FT CROOK RD	64,650.00
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	11.96
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	779.66
		<hr/>
		\$ 293,511.38

POLICE

AMAZON WEB SERVICES, INC	2025/12/31M WEB SERVICE	1,149.30
ANDERSON FORD	2026 FORD INTERCEPTOR UNIT 655	43,871.00
A-RELIEF SERVICES	2025/12/11-2026/01/07 PORTABLE RESTROOMS-RANGE	199.00
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	283.28
AUTO BODY AUTHORITY	TOW CHARGE	125.00
BENEFIT PLANS	2025/12/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BENEFIT PLANS	2026/01/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	300.43
CAPITAL BUSINESS SYSTEMS, INC	2025/11/17-12/16 COPIER EXPENSE	339.50
CIOX - HEALTH	SUBPOENA FOR MEDICAL RECORDS	20.00
CITY OF PAPIILLION	2025/10/01-2026/09/30 GRAYKEY LICENSING	11,586.67
CLYDE ARMORY	ARMORER SUPPLIES	2,182.00
CULLIGAN OF OMAHA	2025/12/31M BOTTLED WATER	556.30
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	178,193.14
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	31.99
FIRST INTERSTATE BANK	SUBPOENA FOR BANK RECORDS	45.75
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FOR VIDEO SURVEILLANCE FOOTAGE	50.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-13 OFFICERS	5,434.10
HOPE VALENTINE, LLC	2025/12/31M MENTAL HEALTH 7 HOURS	1,050.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
INTERACTIVE DATA, LLC	DOCUMENT SEARCH FEE	5.43
INTERNATIONAL ASSOCIATION OF	2026/01/01-12/31 MEMBERSHIP DUES-K CLARY	220.00
J P COOKE COMPANY	POCKET STAMPER-M HOLM	98.70
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.69
JO DONS	OFFICER OF THE 3RD QUARTER PLAQUE	60.00
JORDAN SPENCER	REIMB TRAINING EXPENSES-TRAVEL, MEALS	744.83
MATRIX BUSINESS SYSTEMS INC	TONER FOR COPIER	112.00
MATTHEW D HOFFMAN	REIMB FOR COFFEE FOR SEARCH PARTIES	42.80
METROPOLITAN UTILITIES DIST	2025/11/05-12/04 MONTHLY SERVICE	211.86
MICHAEL JARVIS	REIMB TRAINING EXPENSES- MEALS	374.00
MODERN IMAGING SOLUTIONS, INC	NITRILE GLOVES	914.55
MPH INDUSTRIES INC	STANDARD RADIOS FOR 6 CRUISERS	14,881.08
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/10 MONTHLY SERVICE	36.63
SAFARILAND, LLC	BLOOD COLLECTION, FREIGHT	402.90
SOUTHERN CARLSON, INC	VEHICLE CAR WASH AND WAX VEHICLE CLEANER	1,451.48
STAPLES ADVANTAGE	COPY PAPER	1,022.80
THOMSON REUTERS - WEST	2026/01/31M ONLINE SOFTWARE SUBSRIPTION	496.00
TRAVELERS	2025/12/31 PAID LOSS RECOVERY	4,706.00
TRAVELERS	2024/05/18 CITIZEN'S LIABILITY CLAIM	91,900.73
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	2,931.38
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	11,365.75
VERIZON WIRELESS	2025/11/24-12/23 MONTHLY SERVICE	117.59
		<hr/>
		\$ 395,444.78

FIRE & RESCUE

AETNA INSURANCE	REFUND FOR SERVICE-C GARTON	444.00
AIRGAS USA, LLC	OXYGEN	60.46
BLACK HILLS ENERGY	2025/11/01-12/01 MONTHLY SERVICE	338.85
ED M FELD EQUIPMENT CO	ADAPTER TOOLS FOR TRAINING	1,316.00
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	136,438.57
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-3 EMP	179.99
MACQUEEN EQUIPMENT, LLC	SCBA INST TOOLS, SUPPLIES	270.84

MINUTE RECORD

CLAIMS FOR 2026/01/20 COUNCIL MEETING

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FIRE & RESCUE (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/10/01-10/30 MONTHLY SERVICE	1,128.44
OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/23 MONTHLY SERVICE	1,419.85
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/06 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	657.97
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	1,972.53
OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	860.08
STRYKER SALES CORPORATION	LUCAS BATTERY CHARGER, DEVICE	3,728.58
TELEFLEX FUNDING, LLC	RESCUE EQUIPMENT AND SUPPLIES	650.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	7,299.81
ZOLL DATA SYSTEMS INC	2025/02/28M BILLING FEES	1,654.80
		\$ 158,453.77

NON-DEPARTMENTAL/CONTRACTS

CORPORATION SERVICE CO	ONLINE PAYMENT FOR SET-UP FEE	25.00
COVERYS	2025/01/31M COVERYS REINSURANCE	72,365.44
FIRST NATIONAL BANK OF OMAHA	2025/11/30M ACCT 1084 ANALYSIS CHARGE	742.85
ABBY HIGHLAND	2025/12/31M CDBG EXPENSES	852.50
LOCKTON COMPANIES, LLC	2025/01/31M WELLNESS CONSULTING FEE	1,875.00
NEBRASKA EMERGENCY MANAGEMENT	PARADISE LAKES REIMB	5,000.00
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	131.58
TRAVELERS CL REMITTANCE CENTER	2025/01/31Q INSURANCE RENEWAL	192,216.00
TRISTAR	2025/03/31Q CLAIMS ADMIN FEES	4,017.10
		\$ 277,225.47

INFORMATION TECHNOLOGY

CPI TELECOM	MIR EPE SWA REENLISTMENT, RENEWAL	1,875.01
DELL MARKETING L.P.	8 AIO COMPUTERS FOR IT	10,240.00
FIRST WIRELESS, INC	SUBCONTRACT LABOR FOR RADIOS	1,242.00
ONE CALL CONCEPTS	2025/12/31M LOCATES	2.85
SENTINEL TECHNOLOGIES, INC	2025/12/31M FORTIS SERVICES, PRODUCTS	5,414.77
SHI INTERNATIONAL CORP	WINDOWS PLATFORM -ADD'L LICENSES	1,268.60
TJ CABLE	2025/12/31M LOCATES	150.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	246.50
		\$ 20,439.73

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/12/31M REIMBURSABLE EXPENSE-SHAREPOINT	1,066.40
AMERICAN RESORT MANAGEMENT, LLC	2025/12/31M BELLEVUE INDOOR WATERPARK SERVICES	12,500.00
HOTEL & LEISURE ADVISORS	MATTEL PROPOSED ANALYSIS	7,875.00
		\$ 21,441.40

WASTEWATER

AT&T MOBILITY	2025/12/08-2026/01/07 MONTHLY SERVICE	663.18
CENTURY LINK	2025/12/13-2026/01/12 MONTHLY SERVICE	230.01
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	583.41
CITY OF OMAHA	2025/09/30M SEWER FEES	640,750.35
CONCRETE SUPPLY, INC	CONCRETE	3,792.75
COX BUSINESS SERVICES	2025/12/12-2026/01/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/12/18-2026/01/17 MONTHLY SERVICE	91.99
ELECTRIC PUMP, LLC	BEARING BALL ANG CONT, LEVEL SENSOR, CABLE	2,305.58
EMPLOYEE BENEFITS SYSTEMS	2025/12/31M HEALTH INSURANCE	17,268.72
FIRST NATIONAL BANK OF OMAHA	2025/11/30M ACCT 1086 ANALYSIS CHARGES	511.96
HDR ENGINEERING, INC	BPW/ 211123-HAWORTH PK WW COLLECTION SYSTEM 2025/11/30-12/27	24,498.80
HDR ENGINEERING, INC	BPW 250114-THE LANDING LS 2025/11/30-12/27	14,875.80
HDR ENGINEERING, INC	BPW 181013-PROF SVCS QUAIL LIFT STATION	1,817.01
HEIMES CORPORATION	BPW 211123- HAWORTH PARK SANITARY THRU 2025/12/19	222,480.31

MINUTE RECORD

CLAIMS FOR 2026/01/20 COUNCIL MEETING

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WASTEWATER (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/10/10-10/30 MONTHLY SERVICE	247.58
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/11 MONTHLY SERVICE	1,874.14
OMAHA PUBLIC POWER DISTRICT	2025/10/21-10/29 MONTHLY SERVICE	1,032.67
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/20 MONTHLY SERVICE	636.14
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	643.33
PRECISE MRM LLC	2025/11/30M FLAT DATA PLAN	253.00
US BANK VOYAGER FLEET SYSTEMS	2025/11/30M FUEL PURCHASES	2,970.92
UTILITY EQUIPMENT COMPANY	ARTICULATING SOCKET WRENCH	370.41
		<hr/>
		\$ 938,106.06

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/12/14-12/20 ON SITE CDBG EXPENSES	1,167.02
ABBY HIGHLAND	2025/12/31M CDBG EXPENSES	4,317.50
ALL SEASONS FOUNDATION	ALL SEASONS ASSISTANCE FOR VULNERABLE	2,456.76
		<hr/>
		\$ 7,941.28

COMMUNITY BETTERMENT

DC ELECTRIC/HEARTLAND LIGHTING	AHP LIGHTING LABOR AND MATERIAL FOR LIGHTING PROJECT	129,140.00
OMAHA PUBLIC POWER DISTRICT	2025/11/25-12/26 MONTHLY SERVICE	100.27
		<hr/>
		\$ 129,240.27

FEDERAL FORFEITURES-JUSTICE FUNDS

VERIZON WIRELESS	2025/11/22-12/21 MONTHLY SERVICE	690.95
		<hr/>
		\$ 690.95

TOTAL CLAIMS FOR 2026/01/20 **\$ 3,168,652.83**

TOTAL PAYROLL FOR 2026/01/02 **\$ 2,083,220.04**



We Influence The World!

City of Bellevue
Finance Department
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3000

*8a.
1/20/2026

January 5, 2026

Mayor Rusty Hike
City of Bellevue, Nebraska
1500 Wall Street
Bellevue, Nebraska 68005

Mayor Hike,

Thank you for the opportunity to serve the City of Bellevue as Treasurer. It has been a pleasure to work for the past three administrations and with a great group of people.

Please accept this letter as formal notice of my resignation from the Bellevue City Treasurer position, effective at the end of January 2026.

I will do my best to ensure a smooth transition.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rich Severson", is written over the word "Sincerely,".

Rich Severson

-1-



We Influence The World!

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

MEMORANDUM

TO: Council President McCaw & Council Members

FROM: Mayor Rusty Hike 

DATE: January 9th, 2026

SUBJECT: Appointment to the Bellevue City Treasurer

Please consider the following for appointment to the Bellevue City Treasurer.

Jason Tordoff
2431 S 14th Street
Omaha, NE 68108
402-682-6144

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8c
1/20/2026

COUNCIL MEETING DATE: 1/20/2026		SUBMITTED BY: Council President Jerry McCaw	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Assignment of City Council Members to Committees and Task Forces.

SYNOPSIS/BACKGROUND:

Committees are established to study issues and make recommendations to the council as a whole on specific subject matters related to city operations. Per Policy Resolution 1, after consulting with all Council members shall, the Council President should nominate Council members to City Council committees, boards, commissions, and task forces and submit to City Clerk each January for Council consideration. This list shall include the terms of each member.

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:

Approval of all City Council Member committee assignments as listed in the attached Council Committee and Task Force Assignments sheet, effective January 1, 2026.

ATTACHMENTS:

1. Council Member Committee and Task Force Assignments 2026	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]

Council Member Committee and Task Force Assignments 2026

Don Preister	Thomas Burns	Kathy Welch	Jerry McCaw	Rich Casey	Julie Collins
		Audit Committee (End of Term 12/2027)	Audit Committee (End of Term 12/2026)	Audit Committee (End of Term 12/2026)	
Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)	Board of Equalization (Term expires upon leaving CC seat)
Budget Committee (End of Term 12/2028)			Budget Committee (End of Term 12/2026)	Budget Committee (End of Term 12/2026)	
		Hard Surface Committee (End of Term 12/2028)		Hard Surface Committee (End of Term 12/2026)	Hard Surface Committee (End of Term 12/2026)
Tree Board (End of Term 12/2028)					
	Design Review Board Alternate (End of Term 12/2028)	Design Review Board (End of Term 12/2028)	Board of Health (Term expires upon expiration of CC President term)	Eastern Sarpy County Fire District Joint Committee (Term expires upon leaving CC seat)	

Committee Terms

- Audit - 2 yrs
- Board of Equalization - End of elected term
- Board of Health - End of President's term
- Budget - 4 years (staggered)
- Design Review - 3 years
- Hard Surface - End of term
- Tree Board - 4 years

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city's extra-territorial jurisdiction (ETJ) currently splits Parcel #010609490; the northern portion is in Bellevue's ETJ while the remainder lies in Sarpy County. The property owner desires to subdivide this parcel; therefore, it is important to have the entirety of the property within the city's ETJ in order to facilitate this request. Last fall the city passed a resolution to request Sarpy County cede jurisdiction. Sarpy County has since approved that request. This ordinance will finalize the boundary. The city's ETJ was last amended in 2017 for a similar request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4201"/>	2. <input type="text" value="Sarpy County Res. 2025-299"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

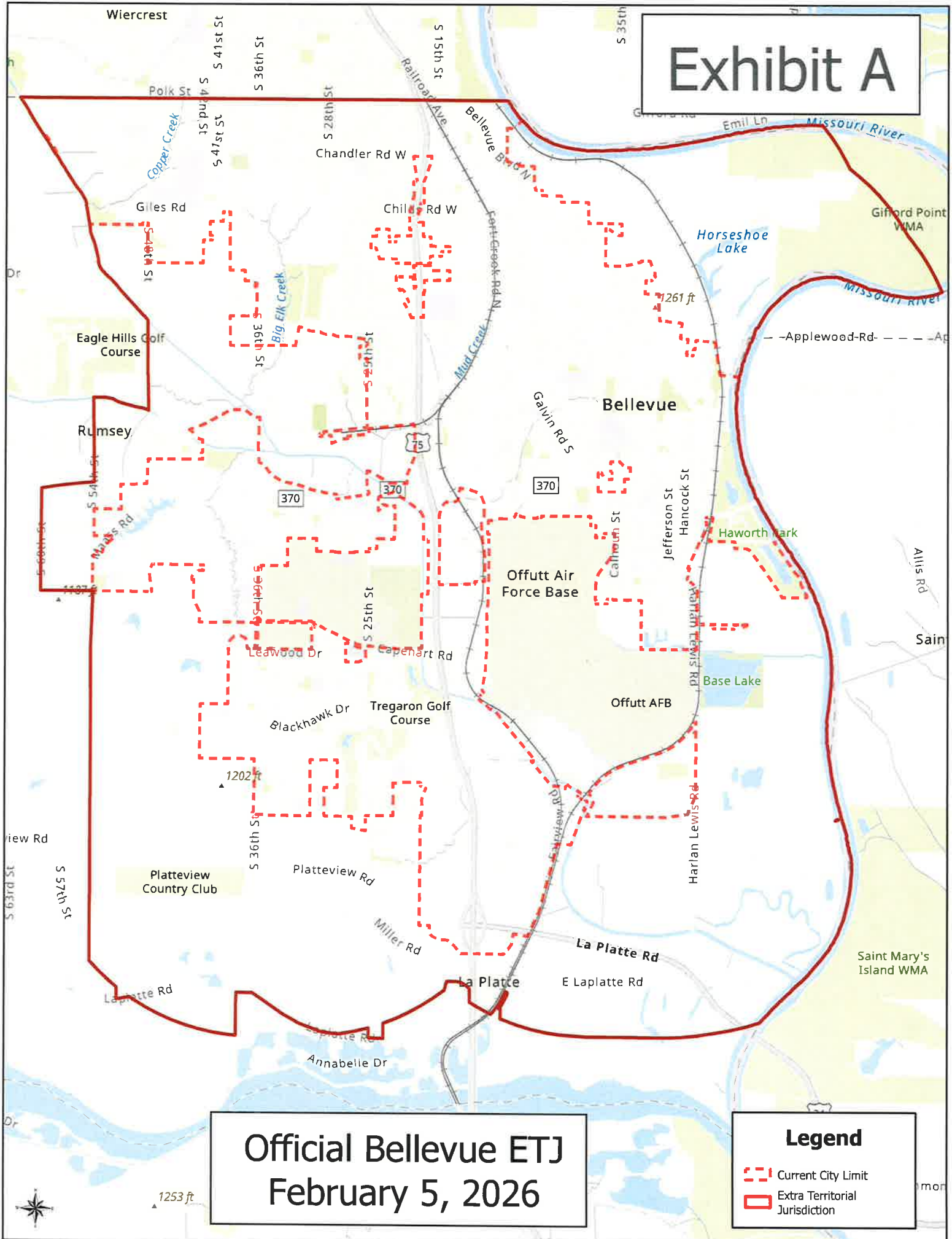
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



James Willis
Tammi Palm
Chris [Signature]

Exhibit A



Official Bellevue ETJ
February 5, 2026

Legend

-  Current City Limit
-  Extra Territorial Jurisdiction



Resolution 2025-299

BOARD MEETINGS SARPY COUNTY, NEBRASKA

Ceding and transferring zoning jurisdiction over Tax Lots 10B & 12C in the Northwest 1/4 of Section 27, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, which is currently located partially in Sarpy County's Zoning Jurisdiction. Generally located northeast of La Platte Road and Dyson Hollow Road. Applicant: City of Bellevue.

Whereas, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

Whereas, pursuant to Neb. Rev. Stat. §13-327, the City Council of the City of Bellevue has voted to request that the County Board cede and transfer to the City of Bellevue extraterritorial jurisdiction (ETJ) over land outside the area extending two miles from the corporate boundaries of the City of Bellevue as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board makes the following findings of fact:

1. On November 4, 2025, the City Council of the City of Bellevue voted to request that Sarpy County cede jurisdiction for a portion of a property legally described as Tax Lots 10B and 12C in the Northwest 1/4 of Section 27, Township 13 North, Range 13 East of the 6th P.M. Sarpy County Nebraska ("Property") as shown on Exhibit A. Sarpy County Planning Department staff reviewed the request and make a recommendation of approval as noted in the attached Exhibit A, which Exhibit A includes the Planning Department report, the City of Bellevue Resolution 2025-25, and attachments, all as attached hereto and incorporated herein.
2. Sarpy County has a Comprehensive Plan adopted pursuant to Neb. Rev. Stat. §23-114.
3. The City of Bellevue is currently exercising extraterritorial jurisdiction over territory within the boundaries of Sarpy County.
4. The Property is within the projected growth pattern of the City of Bellevue and would be within the city's extraterritorial jurisdiction by reason of annexation within a reasonable period of years.
5. Not more than a total of twenty-five percent of the territory of Sarpy County located outside the corporate boundaries of the City of Bellevue has been ceded to the jurisdiction of the City of Bellevue within the last ten years.
6. No portion of the requested Property lies within an area extending one-half mile from the extraterritorial jurisdiction of any village or any other city of the first or second class.
7. A portion of the Property (approximately 6.4 acres) is within the extraterritorial zoning jurisdiction of the City of Bellevue and a portion of the Property (approximately 9.6 acres) is within the extraterritorial zoning jurisdiction of Sarpy County.
8. The owner of the Property desires to develop the Property and to undertake such development under the single jurisdiction of the City of Bellevue and as such has no objections to placing the Property within the jurisdiction of the City of Bellevue.

BE IT FURTHER RESOLVED that this Board, in light of the above recited findings of fact, after due deliberation and consideration, approves the cession and transfer of the above described Property to the City of Bellevue, wherein such transfer shall take effect on the effective date of the ordinance as provided for in Neb. Rev. Stat. §17-1002.


The above Resolution was approved by a vote of the Sarpy County Board Meetings at a public meeting duly held in accordance with the applicable law on the 18 day of November 2025

Attest:
SEAL





Sarpy County Chairman



Sarpy County Clerk/Registrar of Deeds

**Sarpy County Board of Commissioners
Exhibit "A"**

**Planning Department Report
County Board Meeting Date: November 18, 2025**

Subject	Type	By
Resolution ceding and transferring jurisdiction of land, currently located within Sarpy County's Jurisdiction, to the City of Bellevue. Generally located northeast of La Platte Road and Dyson Hollow Road. (See attached map)	Resolution	Sarpy County Planning & Building Dept.

➤ **Background and Request:**

Sarpy County currently has zoning jurisdiction over a portion of the 16.02-acre parcel described as: Tax Lots 10B & 12C in the Northwest ¼ of Section 27, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska. The other portion is located within the City of Bellevue's Extraterritorial Jurisdiction (ETJ).

The property owner has requested that the City of Bellevue assume jurisdictional authority over the entire parcel to avoid having to obtain approvals from two jurisdictions.

Accordingly, the Mayor and City Council of Bellevue passed Resolution No. 2025-25 on November 4, 2025, requesting that Sarpy County cede and transfer jurisdiction of said portion of the property described above to the City of Bellevue.

➤ **Staff Analysis:**

- The request has minimal financial impact on Sarpy County.
- Nebraska State Statute 13-327 allows the City of Bellevue, as a first-class city, to request that the County Board cede and transfer jurisdiction to the City of Bellevue extraterritorial zoning jurisdiction over land outside the area extending two miles from the corporate boundaries of the City of Bellevue if:
 - The County has adopted a Comprehensive Development Plan not less than two years preceding the date of the city's request. **True. Sarpy County adopted a Comprehensive Development Plan in 2017.**
 - The city has extraterritorial jurisdiction within the boundaries of the county. **True.**
 - The requested territory is within the projected growth pattern of the city. **True.**
 - Not more than a total of twenty-five percent of the territory of the county located outside of the corporate boundaries of any city or village within the county shall be ceded to the jurisdiction of one city or village within ten years after the date upon which the initial required for cession of territory to the city or village was approved by the governing body of the city or village. **True.**
 - No portion of the territory ceded to the city's jurisdiction by the county lies within an area extending one-half mile from the extraterritorial zoning jurisdiction of any other city of the first or second class. **True.**
- This change clarifies the jurisdictional boundary of the parcel for the property owner and allows the City of Bellevue to work with the property owner on any planning and building applications.

➤ **Other Agency Review and Comment:**

As per the County Board's policy regarding such requests, the Planning Department has reviewed the request and sought input/comments from various jurisdictional agencies and departments within Sarpy County that may have an interest. No comments were received at this time. If any are received, they will be provided at the hearing.

➤ **Staff Recommendation:**

Staff finds that the request meets the requirements of State Statutes and does not have any major long-range planning or revenue implications for the County. Therefore, the Planning Department recommends **APPROVAL** of this request to cede and transfer jurisdiction to the City of Bellevue the portion of Tax Lots 10B & 12C in the Northwest ¼ of Section 27, Township 13 North, Range 13 East of the 6th P.M. currently in Sarpy County's jurisdiction.

RESOLUTION NO. 2025 – 25

BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska:

WHEREAS, the extra-territorial zoning jurisdiction of Tax Lots 10B and 12C located in the Northwest ¼ of Section 27, Township 13 North, Range 13 East of the 6th P.M., Sarpy County Nebraska is split between the City of Bellevue and Sarpy County (as shown on attached Exhibit "A"); and

WHEREAS, the owner of said Tax Lots 10B and 12C has requested that the City of Bellevue assume zoning jurisdiction over the entire lot;

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Bellevue, Nebraska, that the City of Bellevue is requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 10B and 12C within its zoning jurisdiction to the City of Bellevue.

PASSED AND APPROVED this 4th day of November 2025.





Rusty Hike, Mayor






ATTEST:



Susan Kluthe, City Clerk

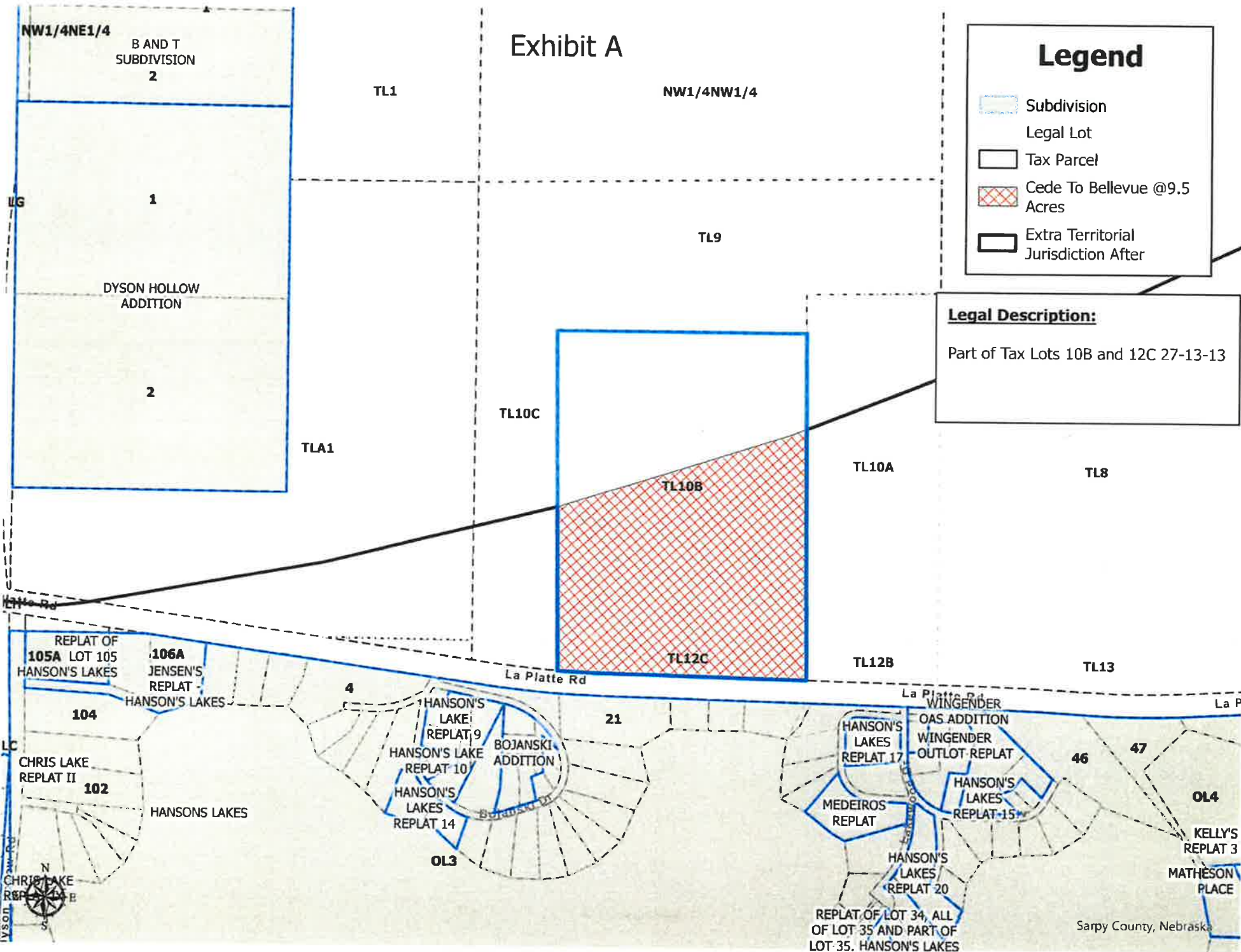
Exhibit A

Legend

-  Subdivision
-  Legal Lot
-  Tax Parcel
-  Cede To Bellevue @9.5 Acres
-  Extra Territorial Jurisdiction After

Legal Description:

Part of Tax Lots 10B and 12C 27-13-13





AGENDA ITEM REQUEST 25-526

Board Meetings - Nov 18 2025

Resolution

ITEM DESCRIPTION

Cede and transfer jurisdiction of land, currently partially located within Sarpy County's jurisdiction, to the City of Bellevue; legally described as Tax Lots 10B & 12C in the Northwest 1/4 of Section 27, Township 13N, Range 10E of the 6th P.M., Sarpy County, Nebraska. Generally located Northeast of La Platte Road and Dyson Hollow Road. Applicant: City of Bellevue.

SPEAKER

Robert Laroco, Planning Director

SUMMARY AND BACKGROUND

In the Planning Department Report

STAFF RECOMMENDATION

Approval.

DOCUMENT REVIEWED BY:

Nicole Spitzenberger, Deputy County Attorney

FISCAL IMPACT

Fiscal Year

n/a

Total County cost of project:

n/a

Is Item in current year budget?

Yes No

Does this item commit the County to future expenses beyond this amount?

Yes No

Email Address(s):

kjeck@sarpy.gov

ATTACHMENTS

Resolution 2025-299 - Cede Jurisdiction City of Bellevue
2025-11-18 Cede Jurisdiction to City of Bellevue

Submitted by: Kelly Jeck, Planning Coordinator

ORDINANCE NO. 4201

AN ORDINANCE TO AMEND SECTION 26-40 OF ARTICLE III OF CHAPTER 26 OF THE BELLEVUE CITY CODE RELATING TO BOUNDARIES OF THE OFFICIAL ZONING JURISDICTION MAP FOR LANDS LYING INSIDE THE CITY LIMITS OF BELLEVUE AND LANDS LYING OUTSIDE THE CITY LIMITS BUT WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION; TO ADOPT A MAP ESTABLISHING JURISDICTIONAL BOUNDARIES; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. That Section 26-40 of Article III of Chapter 26 of the Bellevue City Code is hereby amended to read as follows:

(a) Whenever used in this Code, the term "Official Zoning Jurisdiction Maps" shall mean the map attached to this Ordinance as Exhibit A and dated February 5, 2026, as such Maps are amended by ordinance from time to time. To the extent required by law, the Official Zoning Jurisdiction Maps are by this reference made a part of this Section 26-40. The Official Zoning Maps shall be maintained by the planning department and shall be considered the official map for purposes of sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska, and for purposes of enforcement of the Code, including the City zoning ordinance and the subdivision regulations.

(b) The Official Zoning Jurisdiction Maps shall separately identify the corporate limits of the City and those areas that lie outside the corporate limits of the city that have been designated by the city for purposes of implementing sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska and contemplated by section 26-38(ii) of this Code.

(c) The Official Zoning Jurisdiction Maps shall be amended as necessary, or appropriate, whenever the city shall modify its corporate limits. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

(d) The location, size, shape, and boundaries of the zones to which the provisions of section 26-38 and section 26-39 of this Code are applicable shall be indicated on the Official Zoning Jurisdiction Maps. Any amendment to a zoning classification on the Official Zoning Jurisdiction Map shall include the legal description of the land involved, including appropriate adjacent public right-of-way on public property. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

Section 2. That Section 26-40 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication according to law.

Adopted by the Mayor and City Council this _____ day of _____, 2026.

ATTEST:

Mayor

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution and Professional Services Agreement Supplement #1, 36th Street, Sheridan - Platteview (MAPA-3771(1), CN 22288)

SYNOPSIS/BACKGROUND:

On September 3, 2024, the City of Bellevue executed an agreement with Olsson for Construction Engineering Services for the 36th Street, Sheridan Rd - Platteview Rd, Project MAPA-3771(1), CN 22288. The expected completion date for construction of this project has been extended through August 2026. Supplemental Agreement #1 provides for additional Construction Engineering Services through the new completion date. This project is an 80/20 split with the Nebraska Department of Transportation. The City's 20% share of the \$375,000.00 additional cost is \$75,000.00, with the balance of \$300,000.00 paid by federal funds.

FISCAL IMPACT: \$75,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Professional Services Agreement - Supplement #1

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street, Sheridan Rd - Platteview Rd, MAPA 3771(1), CN 22288

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPST26(4)

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

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

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and Supplement No. 1 to the Olsson Professional Services Agreement not to exceed \$375,000.00.

ATTACHMENTS:

1. Resolution 2026-01	2. Supplement No. 1	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Don Fabb
Chris [Signature]

Agreement No.	BK2454-001
Effective (NTP) Date	11/20/2025
Supplement Amount	\$375,000.00
Total Agreement Amount	CPFF \$1,514,850.00

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT #1

CITY OF BELLEVUE
 OLSSON INC.
 PROJECT NO. MAPA-3771(1)
 CONTROL NO. 22288
 36TH ST, SHERIDAN-PLATTEVIEW, BELLEVUE

THIS SUPPLEMENTAL AGREEMENT is between the City of Bellevue ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on September 3, 2024, for Consultant to provide Construction Engineering services for LPA's project, for Consultant to provide Construction Engineering services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-3771(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibits "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 State, on behalf of LPA, issued Consultant a written Notice-to-Proceed on November 20, 2025. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, and this Supplemental Agreement by August 31, 2026.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$1,071,652.34	\$359,067.00	\$1,430,719.34	For actual direct labor costs
\$68,197.66	\$ 15,933.00	\$84,130.66	For indirect labor costs & direct expenses
\$1,139,850.00	\$375,000.00	\$1,514,850.00	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 18 day of December, 2025.

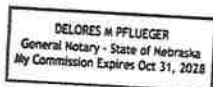
OLSSON, INC.
Cory Clark

ANTHONY BAUMERT
for

[Signature]
Client Relationship Manager

STATE OF NEBRASKA)
LANCASTER)SS
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 18th day of December, 2025



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

EXHIBIT "A"

Project No.: MAPA-3771(1)		Control No.: 22288
Consultant: (Name and Representative) Olsson	Agreement No.: BK2454	Work Order No.: 1
LPA: (Name and Representative) City of Bellevue, Matt Knight		Constr. Change Order No.: (If applicable) TBD
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
<p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) This CWO is to cover the construction engineering services for the project due to project duration extending beyond the contract timeline for final completion of January 2026. See attached scope of work for additional details. The project is anticipated to be complete by August 31, 2026</p>		
Work Title	Summary of Fee	
SRC Contract	A. Total Direct Labor Cost	= 359,067.00
	B. Overhead (Factor * x A)	=
	C. A + B	=
	D. Profit/Fee (Factor ** x C)	=
*Overhead Factor:	174.34%	E. FCCM (Factor*** x A) =
**Profit/Fee Factor:	12.00%	F. Direct Non-Labor Cost = 15,933.00
***Facility Capital Cost of Money (FCCM):	0.97%	G. Subconsultant Services =
Total Fee Notes: SRC Contract	TOTAL FEE: C + D + E + F + G = \$375,000.00	
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: \$375,000.00	
	<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Tony Egelhoff 10/31/2025
Name Signature Date

LPA:
Matt Knight 11/7/2025
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):
Kar Sia 11/20/25
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering &
 CD PC for Construction Engineering.

FMIS Approval Date:
11/18/25

Notice to Proceed Date:
11/20/25

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

**Exhibit A
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING
for**

Project Name: 36th St. Sheridan-Platteview, Bellevue
Project Number: MAPA-3771(1)
Control Number: 22288

A. PROJECT DESCRIPTION

This scope provides for additional construction engineering services for City of Bellevue in Sarpy County, Nebraska, based on project schedule extension. The project consists of the following improvements: Grading, Concrete Pavement, Storm Sewer, Seeding, Fence, Electrical, Signing and General Items.

Olsson, (Consultant) shall serve as agent for City of Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. Overview of the out of scope work

1. The original construction project was scheduled for completion by January 8th, 2026. The current expected completion date is August 31, 2026. This will require additional efforts for the scoped services listed below. Services may include, but are not limited to, the following: Construction engineering; project management; ~~pre-construction staking; traffic control plans; conducting the preconstruction conference;~~ preparing daily work reports; construction staking and inspection, and materials sampling and testing during project construction; monitoring and enforcing environmental commitments; ~~preparing as-built plans;~~ progress computations; ~~final~~ computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns. The required construction engineering services will be further defined below in each Task Order.

G. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in ~~Site Manager-AASHTOWare~~ Project.

- Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into **Site-Manager AASHTOWare Project** on a daily basis. Ensure Confirm that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. ~~For some projects, A public meeting may will be held and the consultant's attendance may will be required.~~
- 2.1 ~~Construction Inspection Planning Meeting~~ The LPA shall coordinate this meeting ~~prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.~~
 - 2.2 ~~Pre-Construction Meeting~~ Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 30 meetings.
 - 2.4 ~~Public Meeting (If Required)~~ Assist the LPA with scheduling and conducting a ~~Public Meeting with Contractor and Residents prior to the start of project.~~
 - 2.5 Assume 30 trips to the project site for meetings.
3. ~~Traffic Control Plan.~~ Consultant shall prepare a traffic control plan for the project site. ~~These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).~~
- 3.1 ~~Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.~~
 - 3.2 ~~Review and approve alternative Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.~~
 - 3.3 ~~Submit Plans to the RC for their records.~~
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.
- 4.1 Conduct 32 Inspections
 - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
 - 4.3 Assume 32 trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.
- 5.1 Provide coordination of staking needs with Contractor.
 - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project.
 - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
 - 5.5 Provide slope stakes for grading.
 - 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
 - 5.7 ~~Provide cross section for new culverts before providing a Culvert Order List to Contractor.~~
 - 5.8 Stake fence relocation and guardrail.

- 5.9. Stake silt fence.
- 5.10. Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11. Assume 40 trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

- 6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager. AASHTOWare Project.

- 6.1 Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)
 - Review and Enter Data into AASHTOWare Project
 - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
 - Document and Review Daily Work Reports (DWRs)

- 9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance.
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments.
 - The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).
 - The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
 - NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
 - The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.

- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement.
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
 - Communicate and coordinate plan revisions and change orders with the Designer.
 - ~~• Prepare a field checked culvert order list.~~
 - ~~• Prepare guardrail order list.~~
 - Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - ~~• On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.~~
 - ~~• Locate permanent pavement markings.~~
- 9.2 Measure, calculate, and document quantities of pay items.
- 9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **200** trips to the site for construction inspection.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and follow up with the owner on materials not meeting specification requirements, the consultant laboratory must coordinate with the owner for acceptance and incorporation into the project
- 10.4 Review test results for Quality Assurance (QA) and Quality Control (QC) verification acceptance. Additional follow up is required for test results that are outside of verification testing tolerances. If the results are outside of acceptance test result tolerances, the consultant laboratory's certified personnel must perform an Independent Assurance review of the certified tester and equipment, document the findings, and provide the IA record to the project documents. (See Hot Mix Asphalt Reference Guide for example, section IV)
- 10.5 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.6 Assume **80** trips to the project site for Material Sampling and Testing.

14. Administrative (Additional project specific tasks may be added here)

14.1 Review and filing payrolls.

E. SCHEDULE

1. Anticipated Notice to Proceed:
2. Anticipated Project Completion: 8/31/26

Staffing Plan

Construction Engineering

Project Name: 36th ST, Sheridan - Platteview, Bellevue
Consultant: Olsson
Consultant PM: Tony Egelhoff
NDOT PC: Mike Fox
Date: October 31, 2025

Project Number: MAPA-3771(1)
Control Number: 22288



#	Code	Classification	#	Code	Classification
1	PREng	Project Engineer	6	SCC	Survey Crew Chief
2	PM	Project Manager	7	SCM	Survey Crew Member
3	INS1	Lead Insp	8	SPIN	Testing Technician
4	INS2	Inspector	9	SWPP	Assistant Scientist
5	SCN	Scientist	10	ADM	Administrative

Financial Data	
Overhead Rate:	174.34%
Profit Rate:	12.00%
FCCM (if applies):	0.970%
Use latest available data	

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Project Engineer			
Tony Egelhoff	Project Engineer	\$82.45	75%
Kara Kosiski	Project Engineer	\$66.48	15%
Mark Peters	Design Technical Manager	\$55.29	10%
Project Manager			
Marty Weander	Project Manager	\$50.84	80%
Ryan Amys	Group Leader	\$66.06	20%
Lead Insp			
Shane Groh	Lead Inspector	\$38.40	100%
Inspector			
Laurie Weander	Inspector	\$27.18	15%
Michael Mikulicz	Inspector	\$25.75	60%
Alexander Gonzales	Inspector	\$25.00	10%
Evan Johnson	Inspector	\$33.95	15%
Scientist			
Kari Sherman	Scientist	\$39.42	5%
Kris Davenport	Project Scientist	\$43.27	5%
Samantha McKee	Project Scientist	\$47.02	90%
Survey Crew Chief			
Dan Hanna	Group Leader	\$52.88	20%
Nicolas Hug	Associate Surveyor	\$34.25	50%
Dylan Rothanzl	Associate Surveyor	\$30.50	20%
Ryan Thompson	Associate Surveyor	\$28.00	10%
Survey Crew Member			
Steven Dytrich	Assistant Surveyor	\$25.75	50%
Nick Laughlin	Assistant Surveyor	\$26.25	50%
Testing Technician			
Drew Whitman	SPIN Supervisor	\$33.89	20%
Juan Pinto	SPIN Tech	\$25.00	10%
Douglas Carey	SPIN Supervisor	\$39.66	20%
Sue Snyder	SPIN Tech	\$25.75	15%
Joshn Kirschner	SPIN Tech	\$25.00	10%
Dallas Wagner	SPIN Tech	\$28.00	15%
Devin Nelson	SPIN Tech	\$22.70	10%

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Assistant Scientist			
Treyton Dawson	Assisitant Scientist	\$28.61	70%
Cara Booth	Assisitant Scientist	\$32.69	5%
Roberto Arevalo Soriano	Associate Scientist	\$26.92	20%
Brian Hammond	Associate Scientist	\$30.77	5%
Administrative			
Stacy Zablocki	Sr Administrative Coordinator	\$27.50	50%
Gabriella Hogan	Public Engagement Coordinator	\$30.50	40%
Mary Campbell	Sr Administrative Specialist	\$53.61	10%

SRC Billing Rates

Construction Engineering

Date: October 31, 2025

Consultant: Olsson

SRC Billing Rates Calculated based on:

Weighting

Overhead:	174.34%
Profit Rate:	12.00%
FCCM (if applies):	0.97%
Salary Escalation Factor:	3.0%

100%

Period 1: NTP through: December 31, 2025

Period 2: Labor beginning: January 1, 2026

Period 3: Labor beginning: January 1, 2027

Period 4: Labor beginning: January 1, 2028

100%

% of work estimated during each period

SRC BILLING RATE per employee

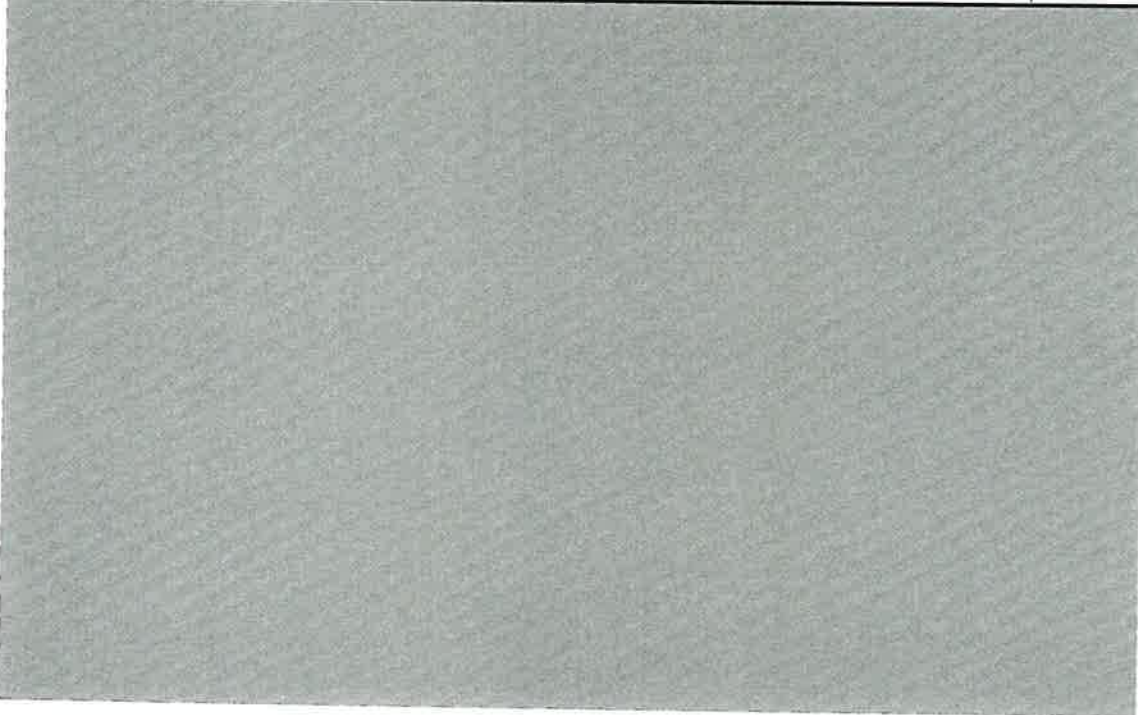
New Employee Multiplier = **3.07**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Project Engineer						
Tony Egelhoff	\$82.45	\$254.00	\$262.00	\$270.00		75%
Kara Kosiski	\$66.48	\$205.00	\$211.00	\$217.00		15%
Mark Peters	\$55.29	\$170.00	\$175.00	\$180.00		10%
Weighted Rate For Calculating Contract Max:		\$245.65				
Project Manager						
Marty Weander	\$50.84	\$157.00	\$162.00	\$167.00		80%
Ryan Amys	\$66.06	\$204.00	\$210.00	\$216.00		20%
Weighted Rate For Calculating Contract Max:		\$171.60				
Lead Insp						
Shane Groh	\$38.40	\$118.00	\$122.00	\$126.00		100%
Weighted Rate For Calculating Contract Max:		\$122.00				
Inspector						
Laurie Weander	\$27.18	\$84.00	\$87.00	\$90.00		15%
Michael Mikulicz	\$25.75	\$79.00	\$81.00	\$83.00		60%
Alexander Gonzales	\$25.00	\$77.00	\$79.00	\$81.00		10%
Evan Johnson	\$33.95	\$105.00	\$108.00	\$111.00		15%
Weighted Rate For Calculating Contract Max:		\$85.75				
Scientist						
Kari Sherman	\$39.42	\$122.00	\$126.00	\$130.00		5%
Kris Davenport	\$43.27	\$133.00	\$137.00	\$141.00		5%
Samantha McKee	\$47.02	\$145.00	\$149.00	\$153.00		90%
Weighted Rate For Calculating Contract Max:		\$147.25				
Survey Crew Chief						
Dan Hanna	\$52.88	\$163.00	\$168.00	\$173.00		20%
Nicolas Hug	\$34.25	\$106.00	\$109.00	\$112.00		50%
Dylan Rothanzl	\$30.50	\$94.00	\$97.00	\$100.00		20%
Ryan Thompson	\$28.00	\$86.00	\$89.00	\$92.00		10%
Weighted Rate For Calculating Contract Max:		\$116.40				
Survey Crew Member						
Steven Dytrich	\$25.75	\$79.00	\$81.00	\$83.00		50%
Nick Laughlin	\$26.25	\$81.00	\$83.00	\$85.00		50%
Weighted Rate For Calculating Contract Max:		\$82.00				
Testing Technician						
Drew Whitman	\$33.89	\$104.00	\$107.00	\$110.00		20%
Juan Pinto	\$25.00	\$77.00	\$79.00	\$81.00		10%
Douglas Carey	\$39.66	\$122.00	\$126.00	\$130.00		20%
Sue Snyder	\$25.75	\$79.00	\$81.00	\$83.00		15%
Joshn Kirschner	\$25.00	\$77.00	\$79.00	\$81.00		10%
Dallas Wagner	\$28.00	\$86.00	\$89.00	\$92.00		15%
Devin Nelson	\$22.70	\$70.00	\$72.00	\$74.00		10%
Weighted Rate For Calculating Contract Max:		\$95.10				
Assistant Scientist						
Treyton Dawson	\$28.61	\$88.00	\$91.00	\$94.00		70%
Cara Booth	\$32.69	\$101.00	\$104.00	\$107.00		5%
Roberto Arevalo Soriano	\$26.92	\$83.00	\$85.00	\$88.00		20%
Brian Hammond	\$30.77	\$95.00	\$98.00	\$101.00		5%
Weighted Rate For Calculating Contract Max:		\$90.80				
Administrative						
Stacy Zablocki	\$27.50	\$85.00	\$88.00	\$91.00		50%
Gabriella Hogan	\$30.50	\$94.00	\$97.00	\$100.00		40%

SRC BILLING RATE per employee

New Employee Multiplier = 3.07

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Mary Campbell	\$53.61	\$165.00	\$170.00	\$175.00		10%
Weighted Rate For Calculating Contract Max:	\$99.80					



NDOT PC: Mike Fox
 Date: October 31, 2025

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PREng	PM	INS1	INS2	SCN	SCC	SCM	SPIN	SWPP	ADM	
1. Project Management & Coordination	16	270								32	318
1.1 Project Management	16	270								32	318
1.2 Plan and Spec review, project setup											
2. Meetings	60	30	30								120
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting											
2.3 Construction Progress Meetings	30	30	30								90
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings	30										30
3. Traffic Control Plan											
3.1 Prepare Traffic Control Plan											
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC											
4. SWPPP Inspections/Manual Updates					22				112		134
4.1 Conduct Inspections					16				80		96
4.2 Update SWPPP Manual					6						6
4.3 Trips to Site (Travel Time) for SWPPP Inseptions									32		32
5. Construction Survey/Staking					68	312					380
5.1 Provide coordination of staking needs w/ Contractor					20						20
5.2 Verify and re-establish the survey control, if needed											
5.3 Stake limits of construction throughout project					4	16					20
5.4 Mark removal limits. Stake ROW & const easements					4	32					36
5.5 Provide slope stakes for grading					16	64					80
5.6 Provide paving hubs					24	120					144
5.8 Stake fence relocation and guardrail											
5.9 Stake silt fence											
5.10 Verify exist tie-in elevations, adjust pavement grades								80			80
5.11 Trips to Site (Travel Time) for Const Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		32	64	64							160
6.1 Const. Consultation/AASHTOWare Dairy & DWR		32	64	64							160
9. Construction Inspection	6		900	900							1806
9.1 Construction Inspection	4		800	800							1604
9.2 Measure, calculate, and document qty of pay items				100							100
9.3 Maintain records/data, prepare Weekly Report of WDs			100								100
9.4 Trips to Site (Travel Time) for Const Inspection	2										2
10. Perform Material Sampling and Testing								280			280
10.1 Collect, verify, document, deliver all samples to test lab								160			160
10.2 Provide all req'd material certs to the NDOR M&R Lab											
10.3 Review and document all test results of all samples								40			40
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								80			80
11. As-Built Drawings											
11.1 Prepare As-Built Drawings											
12. Final Inspections											
12.1 Walkthrough of Site and Preparation of Punch List											
12.2 Review Project to verify Punch List is completed											
13. Project Closeout											
13.1 Project Closeout											

TASKS	PERSONNEL CLASSIFICATIONS										
	PREng	PM	INS1	INS2	SCN	SCC	SCM	SPIN	SWPP	ADM	Total
14. Other											
14.1 Review and File Payrolls - Davis Bacon Rate Comp.										32	64
14.2 Signal Timing Plan										32	32
14.3 Design Modifications											
14.4 Public Engagement Services											
Total Days	10.3	41.5	124	121	2.75	8.5	39	35	14	8	408
Total Hours	82	332	994	964	22	68	312	280	112	64	3,262.0

NDOT PC: Mike Fox
 Date: October 31, 2025

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Project Engineer	82	\$245.65	\$20,143.30
Project Manager	332	\$171.60	\$56,971.20
Lead Insp	994	\$122.00	\$121,268.00
Inspector	964	\$85.75	\$82,663.00
Scientist	22	\$147.25	\$3,239.50
Survey Crew Chief	68	\$116.40	\$7,915.20
Survey Crew Member	312	\$82.00	\$25,584.00
Testing Technician	260	\$95.10	\$24,726.00
Assistant Scientist	112	\$90.80	\$10,169.60
Administrative	64	\$99.80	\$6,387.20
	3210	Subtotal	\$359,067.00

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$12,600.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$3,333.00
	Subtotal
	\$15,933.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$359,067.00
Direct Expenses	\$15,933.00
	TOTAL COST
	\$375,000.00

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
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RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BK2454-001

CITY OF BELLEVUE

Resolution No. 2024-01

Whereas: City of Bellevue and Olsson, Inc. have previously executed a Construction Engineering Services Agreement (BK2454) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Bellevue understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Bellevue and Olsson, Inc. wish to enter into a Construction Engineering Services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue, Nebraska that:

Rusty Hike, Mayor of City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Bellevue and Olsson, Inc.

NDOT Project Number: MAPA-3771(1)

NDOT Control Number: 22288

NDOT Project Description: 36th St, Sheridan-Platteview, Bellevue

Adopted this _____ day of _____, 2024 at _____ Nebraska.

The City Council of City of Bellevue, Nebraska:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2025		SUBMITTED BY: David Goedecken-Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

LPA Resolution - Active Mobility Plan Program Agreement- BPW#260111

SYNOPSIS/BACKGROUND:

Approve the Resolution and LPA Program Agreement - Federal-Aid Funds between the City of Bellevue and Nebraska Department of Transportation (NDOT) for the Bellevue Active Mobility Plan, Project No. TAP-77(78), Control No. 23014. This is an 80/20 funding split, with a Federal Grant (MAPA-TAP funds) covering \$210,000.00, and local funds covering \$52,500.00. The total estimated project cost is \$262,500.00.

FISCAL IMPACT: \$52,500.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: \$210,000 (MAPA-TAP)

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: Active Mobility Plan - Project No. TAP-77(78) Control No. 23014

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:

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

ATTACHMENTS:

- | | | |
|--------------------------|-------------------------|-------------------------|
| 1. LPA Program Agreement | 2. Resolution 2026-02 | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James Willis
David Goedecken
Chris A. [Signature]

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF BELLEVUE, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. TAP-77(78)
STATE CONTROL NO. 23014
BELLEVUE ACTIVE MOBILITY PLAN

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

WITNESSETH:

WHEREAS, certain routes in LPA 's jurisdiction have been designated as being eligible for Metropolitan Area Planning Agency - Transportation Alternatives Planning (MAPA-TAP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

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

WHEREAS, the Federal share payable on any portion of a MAPA-TAP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs and 100 percent of all costs over \$210,000.00; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$1,000,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$262,500.00 but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$52,902.40. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

The City of Bellevue aims to improve and expand Bellevue's transportation network by making it safer and easier for people to walk, bike, and use public transit. The Active Mobility Plan will include a review of current complete streets policies and the development of a connected network of pedestrian and bicycle paths, with the overall goal of creating a more balanced and sustainable multimodal transportation system.

WHEREAS, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. TAP-77(78) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the _____ day of _____, 20____, attached as **Exhibit "B"** and incorporated herein by this reference.

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

SECTION 1. DEFINITIONS

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

“CFDA” means Catalog of Federal Domestic Assistance.

“CFR” means the Code of Federal Regulations.

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

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

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

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

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

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

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

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

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

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

- 2.1 **Effective Date** --This Agreement is binding on the date it is fully executed by State.
- 2.2 **Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.

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

SECTION 3. PURPOSE OF AGREEMENT

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

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 LPA hereby designates Matthew Knight as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in

the project including identifying issues, investigating options, working directly with stakeholders, and decision making.

- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
- 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
- 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.
- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

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

5.1 The Applicable Legal and Contract Requirements.

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

5.2 Federal Oversight.

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

SECTION 6. FEDERAL AWARD IDENTIFICATION.

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

- a) Subrecipient name **CITY OF BELLEVUE**
- b) Subrecipient Unique Entity Identifier (UEI) Number **MGFGXEFM3353**
- c) Federal Award Identification Number (FAIN) **N/A**
- d) Federal Award Date **December 16, 2025**
- e) Period of Performance (Grant start and end date) **12/16/2025-12/16/2030**
- f) Budget Period Start and End Date; **12/16/2025-12/16/2030**
- g) Amount of Federal Funds Obligated by this action; **NA**
- h) Total Amount of Federal Funds Obligated; **NA**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$52,500.00**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$262,500.00**
- k) Budget Approved by the Federal Awarding Agency; **\$210,000.00**
- l) Federal award description, (to comply with statutory requirements (e.g., FFATA));
Planning

- m) Name of Federal awarding agency and contact information for awarding official, **U.S. Department of Transportation, Federal Highway Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **James Simerl, Acting Division Administrator, james.simerl@dot.gov**
- n) Assistance Listings Number and Title; **CFDA 20.205 Highway Planning and Construction**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§ 200.414](#)). **NA**

SECTION 7. SCHEDULE

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

SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES

8.1 Engineering Services

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

8.2 Right-of-Way Services

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

SECTION 9. COORDINATING PROFESSIONAL

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

SECTION 10. DEVELOPMENT OF THE PROJECT

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services:

environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

SECTION 11. ENVIRONMENTAL RESPONSIBILITY

11.1 NEPA

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

11.2 Municipal Separate Storm Sewer System (MS4) Program

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

SECTION 12. DESIGN

12.1 Preparation of Plans, Specifications, and Estimates

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

12.2 Professional Performance

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

SECTION 13. RIGHT-OF-WAY

13.1 Governing Documents

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

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

13.2 Costs

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

13.3 Encroachments

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

13.4 Land Corners

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

13.5 Special Assessments

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

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

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

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

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

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

13.6 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW

expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

13.7 LPA Condemnation Attorney Fees

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

SECTION 14. RAILROAD

This section has intentionally been left blank in this contract

SECTION 15. UTILITIES

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

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

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

15.3 LPA Owned Utilities

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

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

15.3.2 All other Utility Facilities – Along or crossing the project

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

15.4 Non-LPA Owned Utilities

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

15.5 State Highway Right-of-Way

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

SECTION 16. FINAL PLANS, BID LETTING AND CONSTRUCTION

16.1 Plans, Specifications and Estimates (PS&E)

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

16.2 Bid Letting and Award of Construction Contract

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

16.3 Construction and Construction Engineering

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb.

Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

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

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

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

17.1 Tentative Final Acceptance

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

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

17.3 NDOT Form 299 – Project Construction Conformity Certification

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

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

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

17.4 Audit and Final Settlement with LPA

- 16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.
- 17.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.
- 17.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 17.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

SECTION 18. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

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

SECTION 19. FINANCIAL RESPONSIBILITY

19.1 General

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

19.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$262,500.00 as set out in the table below:

START-UP	Federal	Local Match	Nonparticipating	Other	Total
RC Costs					0.00
Consultant 1					0.00
Consultant 2					0.00
Consultant 3					0.00
NDOT					
Subtotal					
Project Implementation	\$210,000.00	\$52,500.00			\$262,500.00
Final Report Close-out					0.00
TOTAL	\$210,000.00	\$52,500.00	\$0.00	\$0.00	\$262,500.00

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

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

19.3 LPA Responsibility

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

19.4 Reimbursement of Costs Incurred by LPA

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

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,
- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost

records supporting all invoices, and shall submit those records to State upon request.

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

19.4.1 LPA Project oversight costs

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

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

19.4.2 LPA provided professional services

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

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

19.4.3 Non-betterment Utility Relocation Costs

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

19.4.1 Right-of-Way

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

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal**

authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

19.4.2 Railroad

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

19.5 Payment of Consultant Professional Services by State

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

19.6 Payment of Construction Costs by State

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

19.7 State Incurred Costs

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

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

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

2. Construction Phase

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

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

19.8 LPA Project Budget and Invoicing by State

19.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 19.2. above.

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

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

19.9 Audit and Final Cost Settlement

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

19.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

19.10 Project Withdrawal

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

SECTION 20. SUSPENSION OR TERMINATION

20.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

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

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

20.2 Termination.

This Agreement may be terminated as follows:

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

8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
- d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
- e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 21. FEDERAL AUDIT REQUIREMENT

- 21.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$1,000,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 21.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 21.3 If necessary, the Federal award information needed for the SEFA includes:
 - Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** TAP-77(78)
- 21.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 22. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific

need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 23. INDEMNITY

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

SECTION 24. TRAFFIC CONTROL

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

SECTION 25. CONFLICT OF INTEREST LAWS

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

<https://dot.nebraska.gov/media/fqebaqji/lpa-guidelines.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project.

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

SECTION 26. DRUG FREE WORKPLACE

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

SECTION 27. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State

and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 28. FAIR EMPLOYMENT PRACTICES

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

SECTION 29. DISABILITIES ACT

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

SECTION 30. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

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

SECTION 31. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

31.1 Policy

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

31.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

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

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

SECTION 32. TITLE VI NONDISCRIMINATION CLAUSES

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

- 32.1 **Compliance with Regulations:** LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 32.2 **Nondiscrimination:** LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 32.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 32.4 **Information and Reports:** LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 32.5 **Sanctions for Noncompliance:** In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.
- 32.6 **Incorporation of Provisions:** LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State,

and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 33. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 34. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

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

EXECUTED by LPA this _____ day of _____, 20__.

WITNESS:

CITY OF BELLEVUE
Rusty Hike

LPA Clerk

Mayor

EXECUTED by State this _____ day of _____, 20__.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

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

For: City County MPO Other

TO BE COMPLETED BY NDOT	
Control No.:	23014
Project No.:	TAP-77(78)
Project Name:	Bellevue Active Mobility Plan
Project Coordinator:	Walaa Kambal

2. LPA Name: City of Bellevue
 3. Responsible Charge/Project Liaison: Matthew Knight, PE

4. PROJECT DESCRIPTION

Detailed Project Description, including Purpose and Need: *(attach any additional sheets as necessary)*
 The City of Bellevue aims to improve and expand Bellevue's transportation network by making it safer and easier for people to walk, bike, and use public transit. The Active Mobility Plan will include a review of current complete streets policies and the development of a connected network of pedestrian and bicycle paths, with the overall goal of creating a more balanced and sustainable multimodal transportation system.

5. FUNDING TYPE: SRTS TE PL STP SPR MAPA-TAP

6. ESTIMATED PROJECT FUNDING:

7. START-UP:	Federal	Local Match	Nonparticipating	Other	Total
a. RC Costs					\$0.00
b. Consultant 1					\$0.00
c. Consultant 2					\$0.00
d. Consultant 3					\$0.00
e. NDOR					\$0.00
SUBTOTAL:					\$0.00
8. Project Implementation	\$210,000	\$52,500.00			\$262,500.00
9. Final Report Close-out					\$0.00
10. TOTAL:	\$210,000	\$52,500.00	\$0.00	\$0.00	\$262,500.00

11. Proposed Project Schedule

a. Start up: Jan 2026 b. Project Implementation: March 2026 Final Report: Dec 2026

12. Additional Remarks or Comments:

13. This project will have no environmental impacts (see attached NDOT 53 form)

14. SIGNATURES

Requested by LPA Responsible Charge/Project Liaison: <i>Matthew Knight</i>	Date: 11/18/2025
Approved by MPO (if applicable): <i>Carloa Morales</i>	Date: 11/24/2025
Approved by NDOT Local Projects Manager: Soula, Jeffrey 2025.12.09 09:56:54-06:00 <i>Jade Soula</i>	Date: 12/9/2025
Approved by NDOT Program Management Engineer: <i>David Johnson</i>	Date: 12/11/25

RESOLUTION

SIGNING OF PROJECT PROGRAM AGREEMENT – BL2522

City of Bellevue

Resolution No. _____

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Nebraska Department of Transportation (NDOT) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

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

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

NDOT Project Number: TAP-77(78)

NDOT Control Number: 23014

NDOT Project Description: Bellevue Active Mobility Plan

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of City of Bellevue, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: Library 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:

Agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC to provide Internet service to the library at 300Mbpsx30Mbps, plus CBI modem.

SYNOPSIS/BACKGROUND:

Cox Business provides Internet service to the library. This new agreement increases the speed for public service to meet accreditation and CAI (Community Anchor Institution) standards as recommended by the Nebraska Library Commission. The enhanced service will be billed monthly at \$194.99, including \$189.00 for Cox Business Internet (CBI 300) service, plus \$5.99 for CBI modem.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC to increase public Internet speeds at the Bellevue Public Library at a monthly rate of \$194.99 for Cox Business Internet (CBI 300), plus CBI modem.

ATTACHMENTS:

1. <input type="text" value="Agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Commercial Services Agreement
11/6/2025

Cox Account Rep:	Michael Collins	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF BELLEVUE - Library	Full Name:	Steven Wisnieski
Street Address:	2206 Longo Dr	Billing Telephone:	(402) 630-3223
City/State/Zip:	Bellevue, NE 68005	Fax:	
Billing Address:	1500 Wall St	Contact Number:	(402) 293-6591
City/State/Zip:	Bellevue, NE 68005	Email:	steven.wisnieski@bellevue.net
Cox Account #:	132-37247403		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 300 - 300Mbps x 30Mbps	1	1	\$189.00	1	\$189.00	\$0.00
Static IP Address	1	1	\$0.00	1	\$0.00	\$0.00
CBI Modem	1	1	\$5.99	1	\$5.99	\$0.00
Activation Fees						

Totals:		\$194.99	\$0.00
Taxes, fees, assessments or surcharges are additional and subject to change time to time. Visit http://www.coxbusiness.com/taxesandfees for more information.			

This Commercial Services Agreement (the "Agreement") is entered into by "Customer" (as described below) and "Cox" (as described in the signature line below and in the Agreement) and includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP") set forth at [coxbusiness.com/acceptableusepolicy](http://www.coxbusiness.com/acceptableusepolicy), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. RingCentral Customers may be subject to additional usage charges set forth at <https://www.cox.com/ringcentralusage> that are beyond the monthly fees set forth above. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), General Terms, the AUP and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. private line type Services, ethernet Services) cross state boundaries or (ii) at least 10% of traffic on such transport Service(s) is interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures referenced in the Service Terms and the General Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC
Signature:	Signature:
Print	Print
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www.coxbusiness.com/e911>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. "Service" and "Services" mean the commercial services described in the Service Description above and any commercial services that are later added to this Agreement pursuant to the terms and conditions of this Agreement.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days notice to Cox; provided, however, if Customer terminates any such Service before the end of the Initial Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Initial Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at [coxbusiness.com/acceptableusepolicy](http://www.coxbusiness.com/acceptableusepolicy), which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
1/20/2026

COUNCIL MEETING DATE: 1-20-26		SUBMITTED BY: Police	
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:

Sarpy County Consolidated Drone Team Agreement

SYNOPSIS/BACKGROUND:

The Police Department is requesting to enter into an agreement with Sarpy County Sheriff's Office, Papillion Police Department, and La Vista Police Department to formally establish the Sarpy County Consolidated Drone Team. This agreement enhances communication and cooperation between agencies regarding the use of drones for law enforcement operations, establishes mutual aid procedures for large-scale events, and sets standardized pilot certification requirements while maintaining individual agency control over their personnel. The agreement is for an initial two-year term with automatic annual renewals.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Request approval and authorize the Mayor to sign the agreement with the Sarpy County Sheriff's Office, Papillion Police Department, and La Vista Police Department to formally establish the Sarpy County Consolidated Drone Team.

ATTACHMENTS:

1. Agreement Sarpy County Consolidated Drone Team	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Doniel Willis
Susan Gabb
Chris [Signature]

Agreement Sarpy County Consolidated Drone Team

This Agreement (“Agreement”) is entered into as of the date of the last signature below, by and between the undersigned parties (hereafter individually “Party” and collectively “Parties) pursuant to Neb. Rev. Stat. §§13-801 et seq (“Interlocal Cooperation Act”).

WHEREAS, the Parties and their representative law enforcement agencies (individually “agency” or “Agency” and collectively “Agencies”):

- I. Recognize the need for advanced technology, including the use of small unmanned aircraft system (“sUAS” or “drone”) technology to assist law enforcement officers in investigations.
- II. Understand that use of drones by law enforcement officers can lead to increased efficiency and situational awareness during high stakes calls.
- III. Understand that successful administration of a drone team shall balance the benefits of such advanced technology with the preservation of community privacy.
- IV. Desire to form the Sarpy County Consolidated Drone Team for the purpose of carrying out said investigations and goals.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The Parties shall hereby form the Sarpy County Consolidated Drone Team. The purpose of this Agreement also is to define the roles and responsibilities of the Parties in connection with such Drone Team. This Agreement is not intended, nor shall it be construed to in any way limit the power or authority of any Party, Agency or law enforcement officer granted by Neb. Rev. Stat. § 29-215. Nothing in this Agreement shall modify or terminate any previously entered into agreements between the Parties or between any Party with any other person or entity not party to this Agreement. To that end, each Party or Agency may individually impose in respect to its own officers such requirements, conditions or limitations as such Party or Agency may choose and so long as not contrary to the terms hereof.
- II. Policies and Procedures.

Leadership: The Sarpy County Consolidated Drone Team shall be led by the Sarpy County Consolidated Drone Team Commander. The Sarpy County Consolidated Drone Team Commander at the time this Agreement is signed is Papillion Police Department Officer Travis Rozeboom. In the event Officer Rozeboom cannot serve as the Sarpy County Consolidated Drone Team Commander for any reason, or by agreement of the Agencies, the Sarpy County Consolidated Drone Team Commander can be appointed by majority vote of the authorized representatives of the Agencies specified in Article XII below, or their designees.

Any sUAS pilot flying under this Agreement on behalf of their agency must meet the following requirements:

- a. Maintain a valid remote pilot certificate pursuant to 14 CFR Part 107 with recurrency every 2 years and provide documentation of such to the Sarpy County Consolidated Drone Team Commander.

- b. Demonstrate proficiency on the platform(s) they operate through one of the following:
 - i. Completion of NIST Level 3 or higher proficiency exam administered by either LEDA or APSA certified proctor within the past 12 months, or
 - ii. Completion of proficiency demonstrated to the Sarpy County Consolidated Drone Team Commander or their designee in a training environment.
- c. Completion of two (2) hour of annual training on operating under an FAA Certificate of Waiver (COW), Certificate of Authorization (COA) or Special Government Interest (SGI) authorization.
- d. Ability to live stream through a 3rd party application as determined by the Sarpy County Consolidated Drone Team Commander.

Callout Procedures:

- a. Each agency will maintain their own sUAS team and handle sUAS calls within their jurisdiction pursuant to agency policies and procedures.
- b. When participating agency desires assistance with equipment or pilots due to a large-scale event or staffing, the agency's designated sUAS point of contact shall make a request through the designated communication channel that specifies the following:
 - i. Brief description,
 - ii. Staging location,
 - iii. Number of pilots needed,
 - iv. Aircraft platforms desired; and,
 - v. Name and contact information for additional details.

For every call for service, any sUAS pilot flying under this Agreement shall ensure:

- e. Completion of a standardized drone report and associate "Drone Report" call for service through Sarpy Dispatch and provide said report to the Sarpy County Consolidated Drone Team Commander.
- f. Retain all digital footage and evidence in accordance with agency policy and procedures and provide the same to the jurisdiction in which the mission occurred.
- g.

III. Employment status. Each sUAS pilot shall be and remain employed by, and subject to the direction and control of, his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the agency that employs the pilot. Thus, equipment, uniform, personnel costs, and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing agency. Internal Affairs Investigations and disciplinary action arising out of a pilot's conduct, omissions, actions, etc. while serving pursuant to this Agreement shall be handled by pilot's Agency. Notification or initiation of an investigation, or any disciplinary or other employment related proceeding or action, will be conducted by the employing agency and follow the employing agency's laws, rules and policies.

IV. Liability Insurance. The Parties each agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel of such Party and insuring against liability for bodily injury, personal injury, death or property damage, in an amount not less than the maximum liability of such Party under applicable law.

- V. Dispute Resolution Process. In the event of a dispute arising under this Agreement, the matter shall be referred to the authorized representatives of the Agencies for resolution. Written notice of the dispute shall be provided by the Sarpy County Consolidated Drone Team Commander or any Agency involved in the dispute to each Agency's authorized representative within ten days after the dispute arises. The authorized representatives of the Agencies must meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten business days after the authorized representatives of the Agencies have been sent notice of the dispute. Any proposed resolution of the authorized representatives of the Agencies must be issued in writing to all Parties within fifteen days after such meeting. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein.
- VI. Terms of Agreement. This Agreement shall be effective for an initial term of two years beginning on the date of the last signature below. At the end of the initial two-year term, this Agreement shall automatically renew for additional one-year terms ("Renewal Term"). Any party may withdraw from and terminate its participation in this Agreement at any time by providing written notice to the Sarpy County Consolidated Drone Team Commander. The termination of this Agreement by one Party does not terminate the Agreement between the remaining Parties, which shall remain in full force and effect.
- VII. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination.
- VIII. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the negligent acts or omissions or misconduct of the indemnitor, its officers, officials, agents, or employees. Except that, a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party's request for mutual aid and assistance pursuant to this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- IX. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

X. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.

XI. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by all authorized representatives of the Parties. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY
County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046

CITY OF LA VISTA
Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128

CITY OF PAPIILLION
Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046

CITY OF BELLEVUE
Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

XII. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.

XIII. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

- XV. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XVI. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
- XVII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the authorized representatives of the Parties. In the event of a conflict, the majority decision of such authorized representatives shall govern. For this purpose, each authorized representative will have one vote and may appoint a designee to act on his or her behalf. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax. Any property used in carrying out this Agreement shall be and remain the property of the Party that owns it, and any costs or expenses to carry out this Agreement shall be incurred and paid by each Party as such Party from time to time determines necessary or appropriate, and appropriates and authorizes.
- XVIII. Multiple Counterparts. This Agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto and shall constitute one and the same document, and it shall be in full force and effect even if so executed.
- XIX. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- XX. Recitals. Recitals on the first page above are incorporated into this Agreement by reference.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

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

By: Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Papillion City Attorney

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

By: Mayor

Date: _____

Attest:

City Clerk

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

By: Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Bellevue City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Bellevue Public School for the Employment Literacy Program in an amount not to exceed \$19,400.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Bellevue Public School (BPS) was approved for funding in an amount not to exceed \$19,400.00 for the Employment Literacy Program which will assist LMI adults with assistance in pursuing employment through digital literacy skills, access to technology, resume creation, and community skills for employment opportunities. BPS has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$19,400.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: BPS Employment Literacy Program

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192603 ACCOUNT NUMBER: 60/1903/192603/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Public School.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Jason Babb
Christy

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE PUBLIC SCHOOL
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 30th day of January 2026 by and between the subrecipient BELLEVUE PUBLIC SCHOOL hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$19,400.00 for the Employment Literacy Program; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$19,400.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing low- and moderate-income adults with assistance in pursuing employment through digital literacy skills, access to technology, creating a resume and cover sheet, and the ability to communicate when applying for job opportunities which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:



- a. **Program Delivery.** Funding will be provided for the family literacy program including, but not limited to, the literacy and office supplies and personnel costs for daycare specialist and interpreter/Spanish liaison as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop and provide program guidelines, eligibility requirements, application forms, and review procedures for the program to the GRANTEE.
 - ii. Provided documentation of personnel costs including, but not limited to position descriptions, staff hour tracking and value calculation, and in-kind expenses.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 70 low- and moderate-income limited clientele residing within Bellevue city limits.
- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

AF

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

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

- 1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$19,400.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

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

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

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

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

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

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited


unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

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


9. Contracting.

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

 10. Request for Payment.

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

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

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

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

13. Close-outs.

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

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

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

- b. **Labor Standards.** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

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

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

a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

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

- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

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

- extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
11. **Build America, Buy American Act.** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102,

Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MODIFICATIONS.

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

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds

in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

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

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

- b. To SUBRECIPIENT: Coordinator of EL and Public Health
Bellevue Public School
2600 Arboretum Drive
Bellevue, NE 68005

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

Rusty Hike, Mayor
City of Bellevue, Nebraska



Dr. Jeff Rippe, Superintendent
Bellevue Public School

Rich Severson, Finance Director
City of Bellevue, Nebraska



Sue Fjelstad, Coordinator of EL
Bellevue Public School

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 18 day of December, 2025 by Jeff Rippe, Superintendent, Bellevue Public School, on behalf of the organization.

My Commission Expires:

November 8, 2027



NOTARY PUBLIC

State of Nebraska – General Notary
LARISSA B. MCCANN
My Commission Expires
November 8, 2027

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
1/20/2026

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Habitat for Humanity of Omaha for the Home Repair Program in an amount not to exceed \$48,839.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Habitat for Humanity of Omaha (Habitat) was approved for funding in an amount not to exceed \$48,839.00 for the Home Repair Program which will provide assistance to owner-occupied housing units for rehabilitation to address critical repairs that pose a risk to health and safety. The units must be in Bellevue and occupied by a low- and moderate-income household. Habitat has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$48,839.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Habitat for Humanity of Omaha INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: HFH Home Repair Program

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192602 ACCOUNT NUMBER: 60/1903/192602/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Omaha.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Donnell Williams
Josiah Godeff
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF OMAHA
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of January 2026 by and between the subrecipient HABITAT FOR HUMANITY OF OMAHA hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$48,839.00 for the Home Repair Program which will provide rehabilitation assistance for owner-occupied housing units located within the Bellevue city limits; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$48,839.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for rehabilitation of owner-occupied housing units as part of the Home Repair Program which is eligible under 24 CFR 570.202(a)(1) Rehabilitation: Single-Unit Residential. Such program will include the following activities eligible under the CDBG program:

- a. **Program Delivery.** Funding will be provided for rehabilitation of single-family residential housing units as outlined in the 2025 CDBG application for assistance. Eligibility for the program includes households that meet program participation requirements, living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for the Omaha-Council Bluffs NE-IA HUD Metro FMR Area as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:
- i. Develop guidelines, participant eligibility requirements, application forms and review procedures for the program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

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

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

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$48,839.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
- b. Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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

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

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

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

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

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

8. **Purchasing Procedures.**

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

9. **Contracting.**

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

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

10. Request for Payment.

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

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

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

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

13. Close-outs.

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

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

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

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

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

2. Affirmative Action.

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

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

3. Employment Restrictions.

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

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

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

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

c. Section 3 Clause.

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

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

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

4. Conduct.

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

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

7. **Lobbying.** The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. **Build America, Buy America Act.** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MOTIFICATIONS.

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

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

H. REVERSION OF ASSETS.

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

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer
Amanda Brewer, President
Habitat for Humanity of Omaha

Rich Severson, Finance Director
City of Bellevue, Nebraska

John Haske
John Haske, Chief Development Officer
Habitat for Humanity of Omaha

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 12th day of January, 2026, by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

February 5, 2028

Caroline Nossisch
NOTARY PUBLIC
GENERAL NOTARY-State of Nebraska
CAROLINE NOSSISCH
My Comm. Exp. February 05, 2028

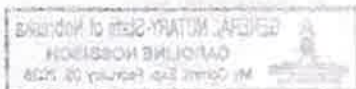
J. NOTICES.

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

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

- b. To SUBRECIPIENT: President and/or Grant Specialist
Habitat for Humanity of Omaha
1229 Millwork Ave, Suite 301
Omaha, NE 68102

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



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with All Seasons Foundation for the Assistance for Vulnerable Adults in an amount not to exceed \$4,388.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, All Seasons Foundation was approved for funding in an amount not to exceed \$4,388.00 for the Assistance for Vulnerable Adults to provide assistance to vulnerable adults including seniors, homeless, and those with special needs in the Bellevue area with access to services, transportation and supplemental food pantry assistance. All Seasons Foundation has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$4,388.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: All Seasons Assistance for Vulnerable Adults

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192606 ACCOUNT NUMBER: 60/1903/192606/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with All Seasons Foundation.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Joshy Kooch
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
ALL SEASONS FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of January, 2026 by and between the subrecipient ALL SEASONS FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$4,388.00 for the Assistance for Vulnerable Adults and Senior Program; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$4,388.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of assisting vulnerable adults including senior, homeless, and those with special needs in Bellevue will access to service and transportation which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- _____
- a. Program Delivery. Funding will be provided for the program assistance for vulnerable adults and senior citizens including, but not limited to, expenses as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop and provided program guidelines, eligibility requirements, application and procedures for the program to the GRANTEE.
 - ii. Provided documentation of in-kind funding leveraged with CDBG funding.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

 - b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 5 low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$4,388.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

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

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

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

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

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

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

8. Purchasing Procedures.

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

9. Contracting.

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

10. Request for Payment.

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

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

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

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

13. Close-outs.

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

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

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

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

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

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

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

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

c. "Section 3" Clause.

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

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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

4. Conduct.

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

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

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

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MOTIFICATIONS.

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

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

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000.00 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.


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

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

b. To SUBRECIPIENT: Executive Director
All Seasons Foundation
119 West Mission Suite F
Bellevue, NE 68005

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

Rusty Wile, Mayor
City of Bellevue, Nebraska


Dave Gifford II, President, Board of Directors
All Seasons Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska


Sean Geer, Treasurer, Board of Directors
All Seasons Foundation

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature _____

(Affix Notarial Seal)

My Commission Expires: _____

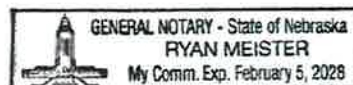
STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 9th day of January 2026 by Dave Gifford II, President, on behalf of the organization.

My Commission Expires:

February 5, 2028


NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
1/20/2026

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Youth Participation Assistance Program in an amount not to exceed \$2,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Bellevue Junior Sports Association (BJSA) was approved for funding in an amount not to exceed \$2,000.00 for the Youth Sports Participation Assistance Program for low- and moderate-income families who reside within Bellevue city limits providing assistance to cover registration fees and equipment fees required to participate in the specific sports program. BJSA has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$2,000.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: BJSA Youth Participation Assistance Program

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192604 ACCOUNT NUMBER: 60/1903/192604/450/60HUD

RECOMMENDATION:

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

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Daniel Williams
Ston Goddard
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of Jan, 2024 by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$2,000.00 for the Sports Participation Assistance program; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$2,000.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- a. **Program Delivery.** Funding will be provided for this participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
- b. **Income Benefit Goals.** It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

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

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

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

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

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

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

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

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

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

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

8. Purchasing Procedures.

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

9. Contracting.

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

10. Request for Payment.

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

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

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

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

13. Close-outs.

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

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

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

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

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

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

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

c. "Section 3" Clause.

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

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

4. Conduct.

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

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
11. **Build America, Buy American Act.** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB

Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4) A-102, Grants and Cooperative Agreements with State and Local Governments, (5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MODIFICATIONS.

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

H. REVERSION OF ASSETS.

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

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

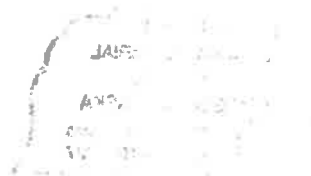
J. NOTICES.

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

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

- b. To SUBRECIPIENT: President, Board of Directors
Bellevue Junior Sports Association
1001 High School Drive
Bellevue, NE 68005

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



Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower
Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz
Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

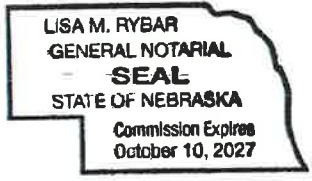
STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 12 day of January 2026 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

10/10/27

Lisa M Rybar
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Lift Up Sarpy County for the Community Response Program in an amount not to exceed \$21,530.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Lift Up Sarpy County (LUS) was approved for funding in an amount not to exceed \$21,530.00 for the Community Response Program to provide support for the coordinator position to assist with resources and support for programs benefiting low- and moderate-income households. Lift Up Sarpy County has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: \$21,530.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Lift Up Sarpy County INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: LUS Community Response Program

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192605 ACCOUNT NUMBER: 60/1903/192605/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Lift Up Sarpy County.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Williams
Jason [Signature]
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
LIFT UP SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of January 2026 by and between the subrecipient LIFT UP SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$21,530.00 for the Bellevue Community Response Programs; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$21,530.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of supporting programs for low- and moderate-income persons and students with services, technology access, and parenting resources through financial support for the position of the coordinator which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- _____ a. Program Delivery. Funding will be provided for the support of families of school aged children assistance response and outreach programming including, but not limited to, community response assistance and salary expenses as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop and provided guidelines, eligibility requirements, and procedures for the program to the GRANTEE.
 - ii. Provided documentation of in-kind funding leveraged with CDBG funding.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 65 low- and moderate-income households residing within Bellevue city limits.
- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

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

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$21,530.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

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

8. Purchasing Procedures.

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

9. Contracting.

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

contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

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

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

13. Close-outs.

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

foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

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

C. GENERAL COMPLIANCE.

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

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

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

D. OTHER PROGRAM REQUIREMENTS.

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

entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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

2. Affirmative Action.

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

3. Employment Restrictions.

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

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

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

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

c. "Section 3" Clause.

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

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

4. Conduct.

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

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT NOTIFICATIONS.

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

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

H. REVERSION OF ASSETS.

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

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Executive Director
Lift Up Sarpy County
1620 Wilshire Drive Suite 301
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska



Angie Lauritsen, President
Lift Up Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska



Tanya Gifford, Executive Director
Lift Up Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 9th day of January, 2020 by Angie Lauritsen, President, on behalf of the organization.

My Commission Expires:

January 10, 2020



NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Renovation in an amount not to exceed \$140,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Eastern Nebraska Community Action Partnership (ENCAP) was approved for funding in an amount not to exceed \$140,000.00 for the Bellevue Food Pantry Renovation project for mechanical infrastructure improvements to the building with the purchase of a new air handling system to support proper ventilation, improve indoor air quality, and increase energy efficiency. ENCAP has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: \$140,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: ENCAP Bellevue Food Pantry Renovation

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192601 ACCOUNT NUMBER: 60/1903/192601/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Eastern Nebraska Community Action Partnership.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Jason Smith
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of Jan, 2026 by and between the subrecipient EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$140,000.00 for facility improvements for a building located at 1003 Lincoln Road, Bellevue, NE 68005; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$140,000.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of facility improvements including purchase of a new air handling system to support proper ventilation, improve indoor air quality, and increase energy efficiency in the food pantry building located at 1003 Lincoln Road, Bellevue, NE 68005 as eligible under 24 CFR 202(a)(4). The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

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- a. **Program Delivery.** To provide improvements to the air handling system in the building in a low- and moderate-income area at 1003 Lincoln Road as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all approved work including improvements to the air handling system as outlined in the CDBG 2025 application and budget.
 - ii. Provide matching funds needed to complete the improvement project and provide documentation to the GRANTEE.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.
 - b. **Income Benefit Goals.** The project is anticipated to provide assistance to 2,439 low- and moderate-income households.
 - c. **National Objective.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that

the facility improvements carried out under this agreement will meet the National Objective Low- and Moderate-Income Clientele Benefit for the purpose of providing new and improved public service assistance per 24 CFR 570.208(a)(2).

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2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Total unduplicated number of clients served, including all members of each household
 - b. Racial breakdown of clients serviced including an ethnicity breakdown
 - c. Number and percentage of extremely low, low, and moderate-income clients as defined by HUD CDBG Income Limits with income eligibility documentation on file.
 - d. Number of disabled clients, senior citizens, and female heads-of-households served.
 - e. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
 - f. Update on the expenditure of funding as well as a timeline for expenditure.
 - g. Total amount and documentation of leveraged funding.
 - h. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - i. Records documenting contractor compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
 - j. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE CDBG staff.

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4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 - a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record including but not limited to radon requirements.
5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

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7. Liens. The SUBRECIPIENT agrees to execute a lien note ("Note") and deed of trust ("Deed of Trust") in favor of the GRANTEE in the amount of the funds granted to, and expended by the SUBRECIPIENT for

the building rehabilitation. The Deed of Trust shall be subordinate to any deed of trust or other lien placed on the Real Property by the SUBRECIPIENT. The Note shall be a five-year, zero-interest deferred note. If the SUBRECIPIENT maintains the property for the approved use for five years following initial occupancy, the GRANTEE shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The SUBRECIPIENT shall notify the GRANTEE immediately if the SUBRECIPIENT plans to sell or ceases the approved use of the Real Property. If the Real Property is sold during the term of the Note, the balance of the Note is immediately due and payable to the GRANTEE.

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8. Change in Use. Property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the SUBRECIPIENT's control as outlined in 570.502(b)(7). The property must either:
 - a. Be used by the SUBRECIPIENT to continue to meet a CDBG program national objective for a minimum of five (5) years after the expiration of the subrecipient agreement; or
 - b. If a national objective is not met during this time-period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$140,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Records documenting compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
 - g. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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

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4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the

GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided.

Quarters will be:

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

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

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such

assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

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b. Subcontracts.

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall include all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the

date of the agreement. The agreement may be eligible for one extension for one additional year.

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

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that

arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall ensure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

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

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

- b. **Labor Standards.** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

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

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

a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

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

- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

- 5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MODIFICATIONS.

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

H. REVERSION OF ASSETS.

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

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Board President
Eastern Nebraska Community Action Partnership
2406 Fowler Avenue

Omaha, NE 68111

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

Rusty Hike, Mayor
City of Bellevue, Nebraska



Chalis Bristol, President
Eastern Nebraska Community Action Partnership

Rich Severson, Finance Director
City of Bellevue, Nebraska



Aaron Bowen, Executive Director
Eastern Nebraska Community Action Partnership

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)



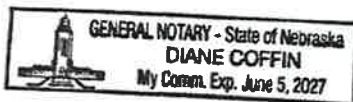
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 13 day of January, 2026, by Chalis Bristol, President, on behalf of the organization.

My Commission Expires:

6-5-27





NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
1/20/2026

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with the Light House for the business expansion project in an amount not to exceed \$13,300.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, the Light House was approved for funding in an amount not to exceed \$13,300.00 for the Light House business expansion project to provide assistance to purchase kitchen equipment to expand services to increase employment opportunities and provide outreach and community supported meals for those struggling with food insecurity. The Light House has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$13,300.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: Light House Expansion Project

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192608 ACCOUNT NUMBER: 60/1903/192608/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with the Light House.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
LIGHT HOUSE
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

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

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$13,300.00 for the Light House Expansion Project; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$13,300.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to purchase kitchen equipment to expand services to increase employment opportunities which is eligible under 24 CFR 570.203(a) Economic Development Direct Assistance. Such program will include the following activities eligible under the CDBG program:

- _____
- a. Program Delivery. Funding will be provided for the business expansion project including, but not limited to, purchase of equipment to expand food services and expand employment positions as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Provided documentation of in-kind funding leveraged with CDBG funding.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

 - b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for one organization within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208.
 - i. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Area Benefit as a business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.
 - ii. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by business assistance, and/or job creation/retention providing low- and moderate-income benefit.
 - iii. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 - iv. Job Creation or Retention. Documentation will be required to demonstrate the jobs created were entry level positions available to low- and moderate-income persons.
2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons and/or business, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$13,300.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for economic development assistance and job creation/retention in 24 CFR 570.203(b);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. All business selected for assistance through the small business assistance fund must also maintain a UEI registered and active in SAM.gov. The GRANTEE must be able to verify the SUBRECIPIENT's and businesses registered UEI number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be

limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

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

8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
- ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
- iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
- iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis

in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

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

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

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

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

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

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

- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. "Section 3" Clause.
- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
 - ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
 - v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

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

4. Conduct.

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

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT NOTIFICATIONS.

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

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

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

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

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

b. To SUBRECIPIENT: President
The Light House
119 West Mission Ave
Bellevue, NE 68005

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

Rusty Hike, Mayor
City of Bellevue, Nebraska



Tracey Colgrove, President
Light House

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

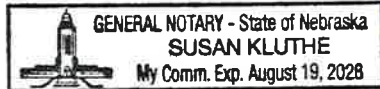
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 13th day of January 2026 by Tracey Colgrove, President, on behalf of the organization.

My Commission Expires:

8/19/28





NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
1/20/2026

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Bellevue Chamber Small Business Assistance program in an amount not to exceed \$30,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Bellevue Economic Enhancement Foundation (BEEF) was approved for funding in an amount not to exceed \$30,000.00 for the Bellevue Chamber Small Business Assistance program to provide assistance to help small businesses with resources to make improvements, increase customer base, and expand employment opportunities. Bellevue Economic Enhancement Foundation has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$30,000.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Bellevue Economic Enhancement Foundation INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: Bellevue Chamber Small Business Assistance

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192607 ACCOUNT NUMBER: 60/1903/192607/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with the Bellevue Economic Enhancement Foundation.

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Jason [Signature]
Chris [Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 20th day of January 2026 by and between the subrecipient BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$30,000.00 for the Bellevue Chamber Small Business Assistance; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$30,000.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to help small businesses with resources to make improvements and expand employment opportunities which is eligible under 24 CFR 570.203(2) Economic Development Direct Assistance. Such program will include the following activities eligible under the CDBG program:

- _____ a. Program Delivery. Funding will be provided for the small business assistance program including, but not limited to, resources for facility improvements to increase customer base and expand employment positions as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop and provided program, guidelines, application documents, eligibility requirements, and procedures for the program to the GRANTEE.
 - ii. Provided documentation of in-kind funding leveraged with CDBG funding.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 3 business located within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by business assistance, and/or job creation/retention providing low- and moderate-income benefit.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 - ii. Job Creation or Retention. Documentation will be required to demonstrate the jobs created were entry level positions available to low- and moderate-income persons.
- _____ 2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information including the number of persons and/or business, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$30,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for economic development assistance and job creation/retention in 24 CFR 570.203(b);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. All business selected for assistance through the small business assistance fund must also maintain a UEI registered and active in SAM.gov. The GRANTEE must be able to verify the SUBRECIPIENT's and businesses registered UEI number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be

limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

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

8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
- ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
- iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
- iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis

in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

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

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

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

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

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

2. Affirmative Action.

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

3. Employment Restrictions.

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

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

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

- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. "Section 3" Clause.
- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
 - ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
 - v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

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

4. Conduct.

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

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

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

a. To GRANTEE: City Administrator

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: Executive Director

Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce
1036 Bruin Boulevard #119
Bellevue, NE 68005

c. Copy to: Finance Director

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

A. Herall

Amanda Herall, Board of Directors
Bellevue Economic Enhancement Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska

Diane Bruce

Diane Bruce, President/CEO
Bellevue Economic Enhancement Foundation

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

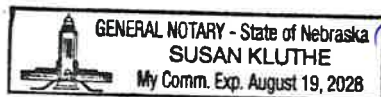
(Affix Notarial Seal)

My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 13th day of January 2020 by Amanda Herall, Vice-President, on behalf of the organization.

My Commission Expires:
8/19/28



Susan Kluthe

NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
1/20/2026

COUNCIL MEETING DATE: 1-20-2026		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:

Replace heat pump in public works

SYNOPSIS/BACKGROUND:

Original heat pump in public works is burnt out.

FISCAL IMPACT: \$13,331.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Cerris Systems	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: BM26(8)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER: 13-7030	

RECOMMENDATION:

Approve and authorize the maintenance to be done by Cerris systems in the amount not to exceed \$13,331.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Jason Goebels
Chuck [Signature]



Bellevue Planning

| Proposed Project Agreement

WSHP #1104 REPLACEMENT

DATE:

12/31/2025

PROPOSAL NUMBER:

P17114

PREPARED FOR:

Bellevue Planning
1510 Wall Street
Bellevue, NE 68005

PREPARED BY:

Aaron Ueckert
402-306-7385
aueckert@cerris.com





Project Proposal

Company

Cerris Systems North Central, Inc.
9751 S 142nd St
Omaha, NE 68138
Ph: 402-306-7385

Proposal Date: 12/31/2025

Proposal Number: P17114

Bill To Identity	Agreement Location
City of Bellevue 1500 Wall Street Bellevue, NE 68005	Bellevue Planning 1510 Wall Street Bellevue, NE 68005

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work:

1. Shut heat pump down and disconnect
2. Remove old Trane heat pump
3. Install new Trane 1.5-ton heat pump
4. Install new hoses
5. Reconnect electrical
6. Provide equipment for building controls
7. Reconnect duct work
8. Start up and check operation

Our proposal is also based on the following exclusions:

1. Any work outside of the above-described scope.
2. Drywall / Ceiling work including removal, replacement, patching and painting.
3. All concrete work including grout, concrete saw cutting, removal, replacement, housekeeping pads, etc.
4. Structural engineering or installation.
5. Painting of any piping, duct, or equipment.



6. Sound and acoustical caulking.
7. Electrical work, including heat trace, line voltage for controls, wiring for medical gas system, fuses, heaters, starters, disconnects, or interconnecting wiring of equipment furnished, unless specifically noted.
8. Trash removal or haul off (place in a contractor supplied dumpster).
9. Overtime or shift work.
10. Allowances or contingency
11. Bond Premium – add 1% for performance and payment bond if required

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal/bid (collectively, "Bid") is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, City of Bellevue, along with any schedule adjustments necessitated thereby. This Bid is expressly contingent upon the right to recovery of cost escalation set forth above. By accepting this Bid, City of Bellevue agrees that the resulting contract will include language providing for such right to recovery, and that such right of recovery will not be conditioned upon City of Bellevue's own recovery from a higher-tier contracting party.

Cerris Systems price for SCOPE above is \$13,331.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is in accordance with **Paragraph 2 in Terms and Conditions**, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.



Signature for Proposal Number - P17114

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Aaron Ueckert

Signature (Authorized Representative)

Signature (Authorized Representative)

Aaron Ueckert

Name (Print/ Type)

Name (Print/ Type)

402-306-7385

Phone

Title

12/31/2025

Date

Date

PO#



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Contractor may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services.

7. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
9. Cerris Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Cerris' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Cerris Systems.
10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
17. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.
18. If paying with credit card a 3% surcharge will be added to the total project price.

ADDITIONAL SERVICES:

Limits of Liability

1. Cerris Systems will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.
2. The Inspection Maintenance Agreement shall in no way bind Cerris Systems to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.
3. Cerris Systems shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.
4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2026		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:
Participation in the Nebraska Ground Emergency Medical Transport (GEMT) Medicaid Program.

SYNOPSIS/BACKGROUND:
 In October 2025, the consulting firm Myers and Stauffer reached out to all Nebraska fire chiefs to share a potential funding opportunity that had recently been voted into life by the Nebraska legislature. The Nebraska Department of Health and Human Services Medicaid & Long-Term Care (MLTC) is introducing a new funding opportunity pursuant to updated legislation in state statute sections 68-977 through 68-988, as passed in 2025 Legislative Bill 380. The program will provide additional payments for GEMT services provided on behalf of Medicaid beneficiaries enrolled in managed care. Myers and Stauffer, LC will assist MLTC and Nebraska GEMT providers with the design and implementation of the program. The city will be required to make a matching contribution, determined at a later date, that will release Federal funds to provide supplemental medicaid funding. The net impact is estimated to be a positive \$36,581.27 for the city EMS operations.

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:
To approve the contract with Myers and Stauffer - Public Consulting Group for GEMT consulting services.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

Samuel Willis
Jason Zepke
Chris [Signature]

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between City of Bellevue (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of 11/24/2025 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through June 30, 2028, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Garrett Abrahamson
Manager
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
gabrahamson@pcgus.com

For CLIENT:

Rusty Hike
Mayor
City of Bellevue, NE-Bellevue EMS
1500 Wall Street
Bellevue, NE 68005
rusty.hike@bellevue.net

6. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment

insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.

- a. “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
- b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving

Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i.** Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii.** Consult with the Disclosing Party on the appropriate response to the request;
 - iii.** Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential

Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and

- iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

 - i. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

 - m. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.

 - n. Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

 - o. This Agreement and its terms shall be treated as Proprietary and Confidential Information.
- 12. As-Is Information and Data**
The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.
- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this

Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Nebraska, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state courts of Nebraska shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
20. **Miscellaneous**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED

SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f.** Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PROVIDER NAME**PUBLIC CONSULTING GROUP LLC**

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A
CONTRACTED SERVICES
Ambulance Supplemental Payment Program (ASPP) Services

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following services for the following **three (3)** fiscal year cost reporting cycles, with the expected timing, subject to change: October 1, 2023 to September 30, 2024; October 1, 2024 to September 30, 2025; and October 1, 2025 to September 30, 2026.

PCG will work with CLIENT to analyze and report costs that will help CLIENT realize funds related to a Ground Emergency Medical Transport (GEMT) Program as administered by the Nebraska Department of Health and Human Services Medicaid & Long-Term Care (MLTC).

PCG's services are conditioned on the facts that:

- CLIENT provides ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the GEMT.
- CLIENT provides PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

PCG's services will include:

- PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to MLTC within the time frame prescribed by MLTC.
- PCG shall have knowledge of the applicable data and cost reporting principles specified in Nebraska and federal statutes.
- PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- PCG will provide CLIENT and other stakeholder providers with GEMT participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- If the completed cost report is rejected by MLTC, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- PCG shall keep CLIENT informed of all updates relating to the GEMT program and estimate the impact of future changes in Medicaid reimbursement.
- PCG shall support CLIENT in establishing the legal and operational ground to participate in the GEMT program.

- PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- PCG shall monitor claims and cash flows of GEMT program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
- If, because of an audit by any governmental or regulatory agency, including but not limited to MLTC, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

OPTIONAL: Public Safety Consulting Services (PSCS)

PCG offers a comprehensive suite of consulting services designed to support Fire and EMS departments in enhancing operational efficiency, financial sustainability, and compliance. Core service areas include but are not limited to:

Administrative Analysis:

- Credentialing and accreditation reviews
- Feasibility studies and program evaluations
- Consolidation, merger, and regionalization analyses
- Organizational model assessments
- External/Internal Stakeholder Assessments

Financial Evaluations:

- Cost of services studies
- Rate and fee schedule analyses
- Compensation package and pay scale analyses
- Innovation reimbursement strategy integration
- Process improvement modeling
- Chargemaster review

Logistics Analysis:

- 9-1-1 communications and Computer-Aided Dispatch (CAD) evaluations
- Apparatus replacement planning
- Supply chain management efficiency assessments
- Facility evaluations and master planning

Operations Assessment:

- Optimization and efficiency studies

- Staffing, unit location, and deployment evaluations
- Time-on-task and Unit Hour Utilization (UHU) analyses
- Alternative service delivery model evaluations
- Policy and protocol review and development (SOPs)
- Outsourced Data Analytics

Planning Review:

- Standards of Cover/Community Risk/Needs assessments
- Community risk reduction planning
- All-hazards planning and assessment
- Training and quality assurance program development
- Strategic planning
- Staffing analysis + retention and recruitment planning

Nothing herein obligates CLIENT to purchase, nor PCG to provide, such additional public safety consulting services unless and until a written amendment is executed by both parties that sets forth the precise scope of services CLIENT seeks to receive, timeline for the delivery of such services, and compensation to be paid to PCG for such services.

**ATTACHMENT B
COMPENSATION**

In consideration for the Contracted Services, CLIENT will pay PCG, per cost reporting period, 10% of the federal share portion of reimbursements received by CLIENT under the Nebraska GEMT program for each reporting period.

	Data Source	Estimate	
1	Est. State Avg. Cost per Transport	\$ 1,000.00	COB Fire Dept provided data
2	Total Medicaid Transports	488	
3	Total Medicaid Costs	\$ 488,000.00	Line 1 x Line 2
4	Total Medicaid Payments	165,417.00	COB Fire Dept provided data
5	Payment per Medicaid Transport	338.97	COB Fire Dept provided data
6	Loss per Medicaid Transport	(661.00)	COB Fire Dept provided data
7	total Computable (State & Federal Share)	\$ 322,583.00	Line 3 - Line 4
8	FMAP Application (FY24)	58.6%	State provided %. Will fluctuate year-to-year. Never below 50%.
9	Projected Federal Settlement	\$ 189,033.64	Line 7 x Line 8
10	IGT Amount - State Share	133,549.00	Projected by PCG Consulting Group
	PCG Consulting Fee (10% of Federal Sett.)	\$ 18,903.36	State Share Amount 133,549.00
	Net "Projected Federal Settlement" (line 9)	\$ 170,130.27	NPAIT Interest Rates 4%
			Interest Income 5,341.96
	ROI	\$ 36,581.27	
	ROI %	27.39%	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16m.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: Dave Goedeken - Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Mainline Extension Agreement with Metropolitan Utilities District on the Install 2,020'+/of 12"D.I. water mains in Bellevue Entertainment District Subdivision NW of HWY 75& Hidden Valley Dr.(Platteview Rd) to serve lots 1,2, & 4

SYNOPSIS/BACKGROUND:

Contractor will install 2,020'+/of 12" D.I. water mains in Bellevue Entertainment District Subdivision NW of HWY 75 & Hidden Valley Dr. (Platteview Rd.) to serve lots 1, 2, & 4

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="MUD"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="Mainline Extension Agreement"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text" value="MUD Water Main Extension"/>	CIP PROJECT NUMBER: <input type="text" value="CIPPW26(12)"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text" value="10-10-7191"/>	

RECOMMENDATION:

City Council to approve and authorize Mayor to sign Mainline Extension Agreement between City of Bellevue and MUD.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures in blue ink:
 Daniel Willis
 Sean Coffey
 Chuck [unclear]

WATER MAIN EXTENSION AGREEMENT

District Group No. WP2232
District Job No. 100055001501

THIS AGREEMENT is entered into on _____, between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and City of Bellevue ("Applicant").

In consideration of the Applicant's payment of Eight Hundred Sixty-Three Thousand Seven Hundred Sixty-Two 00/100 Dollars (\$ 863,762) to the District, receipt of which will be acknowledged by the District upon receipt, the District shall install, as soon as is reasonably possible,

Install 2,020'+/- of 12" D.I. water mains in Bellevue Entertainment District Subdivision NW of HWY 75 & Hidden Valley Dr. (Platteview Rd.) to serve lots 1, 2, & 4

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated total cost of the main installation (\$ 658,062) and (2) the estimated contributions to other pioneer mains (\$ 205,700). The estimated total cost of the main installation is \$ 658,062 , of which cost the District shall assume \$ 0 , which is the estimated difference in cost between a 12" main required and a 12" main installed.

If the estimated total cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual total cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the exclusive control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify and hold harmless the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not install or allow to be installed any aboveground or belowground electrical conduits, electrical power lines, electrical duct banks, or any other utilities or utility appurtenances, with the exception of sewers, before the water main has been installed and the District has performed a successful pressure test. If

Applicant fails to comply with this requirement, Applicant shall (a) pay all costs to repair or replace any damage to such electrical conduits, electrical power lines, electrical duct banks, or other utilities, with the exception of sewers, resulting from the water main installation; (b) pay all costs of any design changes resulting from the failure to follow this requirements; (c) pay the costs of any delays resulting from the failure to comply with this requirement; (d) pay the costs to relocate any utilities (except sewers) installed in violation of this requirement; and (e) defend, indemnify, and hold harmless the District from any claims arising from or relating to Applicant's failure to follow this requirement.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated between the District and the Contractor and will be approved by the Applicant before proceeding.

Payment of liquidated damages in the amount of one thousand dollars (\$1,000.00) per calendar day is required by the District's Water Main Construction Contract at the request of and for the benefit of the Applicant and, if collected, shall be deducted from the final cost of this main installation. The District shall have reasonable discretion regarding the collection of liquidated damages.

When all prerequisites for main installation have been fulfilled, the District shall issue a Notice to Proceed to the Contractor who will then complete the main installation in accordance with Contractor's agreement with the District. Liquidated damages shall apply only after the Notice to Proceed is issued. Prerequisites for the issuance of a Notice to Proceed to the Contractor shall include, but shall not be limited to, the Applicant's or its Engineer's written notification to the District that paving, storm sewer inlets and finish grading of all R.O.W. is completed.

APPLICANT:

METROPOLITAN UTILITIES DISTRICT OF OMAHA:

By: _____

By: _____

Senior Vice President, Operations

Title: _____

Date: _____

Date: _____

Printed Name and address _____

APPROVED AS TO FORM:

Phone Number: _____

Senior Vice President, General Counsel

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16n.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250115 WW25(7) Twin Creek Siphon Rehabilitation - Amendment No. 1

SYNOPSIS/BACKGROUND:

HDR will provide preliminary through final engineering services for the design of the stabilization and protection of the existing sanitary sewer siphon structures and sanitary sewer pipes in the vicinity of 36th and West Papio Creek. This is Amendment No 1 to the agreement approved on 12/03/2024. The project will include: design, topographic survey, geotechnical study and report, hydraulic modeling, utility coordination, wetland delineation, permitting, right-of way services, and bidding documents for the total contract amount not to exceed of \$166,430.00

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR 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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR in the amount of \$166,340. HDR

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="Amendment No. 1"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James Wilkins
David Goedeken
Chris [Signature]

AMENDMENT NO. ONE TO AGREEMENT
TWIN CREEK SIPHON EVALUATION
BPW PROJECT NO. 250115
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on December 3, 2024 to perform engineering services for City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: HDR will provide Services for the Project as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$166,340.00 to \$212,790.00.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF BELLEVUE, NEBRASKA ("OWNER")

By: Ann Williams
Ann Williams 101/09/2026 09:20:55 CST

By: _____

Title: Senior Vice President

Title: Mayor

Date: 01/09/2026

Date: _____

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue plans to proceed with the final design of the protection of the Twin Creek Siphon pipes, reconstruction of the downstream siphon structure, replacement of the downstream manhole at the connection to the City of Omaha interceptor sewer, and the lining of the sewer from the siphon to the interceptor sewer. The banks of the West Papillion Creek have eroded in the area of the siphon and the siphon pipes are exposed on the north side of the creek. HDR Engineering Inc. evaluated options to replace or protect siphon pipes in place. The recommended approach is to protect the siphon pipes in place. The protection plan is outlined in the Technical Memorandum dated May 29, 2025.

Items of Work:

The scope of work addresses the following:

1. Replacement of the downstream siphon structure with a cast in place concrete structure with an interior lining.
2. Lining of the upstream siphon structure.
3. Lining of the siphon pipes.
4. CIPP lining of the gravity sewer between the downstream siphon structure and the City of Omaha West Branch Interceptor Sewer.
5. Replacement of the manhole adjacent to the interceptor sewer.
6. Placement of fill over the existing siphon pipes.
7. Placement of bank stabilization.
8. Floodplain permitting.
9. Section 404 permitting.
10. One permanent easement for the outfall sewer north of Brook Drive.
11. Four temporary easements for construction access.

Key Understandings:

1. Travel will be in proximity to the City of Bellevue, Nebraska.
2. Meetings will be at the City's offices or on site.
3. The flow modeling will be based on most current available model for the system. The model will be requested from the Papio-Missouri River Natural Resources District (PMRNRD).
4. The proposed improvements will be reviewed and coordinated with the PMRNRD.
5. The siphon pipes will be lined with CIPP.
6. The upstream siphon structure will be lined with a surface applied sealant. The downstream siphon structure will be replaced with a cast in place structure.
7. The gravity sewer between the downstream siphon structure and the interceptor sewer will be CIPP lined. The manhole on the gravity sewer adjacent to the interceptor sewer will be replaced.

8. Additional topographic survey of the proposed improvements and bathymetric survey of the stream channel will be completed by RW Engineering and Surveying, as a subconsultant.
9. The geotechnical investigation will be completed by Terracon as a subconsultant.
10. Development of a post construction stormwater management plan (PCSMP) is not included in this scope of work.
11. The scope of work includes wetland delineation and preparation of a preconstruction notification. Wetland mitigation planning and design, cultural resource surveys, and species-specific habitat surveys are not anticipated due to the limited area of impact and are not included in the scope of work.
12. It is assumed that impacts to waters of the U.S. are less than 0.5 acre and that the project could be authorized via Nationwide Permit and that neither a Section 404 Individual Permit, nor a Section 401 Individual Water Quality Certification are necessary.
13. The project does not include federal funding and development of a NEPA document is not included in the scope of work.
14. A USACE Section 404 permission will be required for the placement of the fill within the stream channel. The draft permit application will be submitted to the PMRNRD for review and approval.
15. A USACE Section 408 permission is not required for the planned improvements.
16. The scope of work includes submission of the 60 percent and 95 plans to the City of Omaha Public Works Department for coordination with their West Branch Interceptor Rehabilitation Project. The scope of work does not include the design of a meter manhole or metering for the connection.
17. HDR received a West Papillion Creek hydraulic model from the Papio NRD in September 2025. This model is the 2025 Appeals model associated with the regulatory mapping update in Sarpy County. Due to the following reasons, the 2025 Appeals model is recommended as the basis for evaluation: 1) the proposed sanitary sewer siphon pipe protection is entirely within both the effective and the preliminary floodways, 2) the extents of the improvements are limited, and 3) the analysis requires evaluation of existing erosion conditions, making the preliminary (2025 Appeals) more relevant. This approach is assumed to be acceptable to the floodplain administrator. A FEMA FIS Data Request and modeling based on the effective hydraulic model are not included.
18. Hydraulic modeling of Quail Creek is not included.
19. Hydraulic modeling will be performed using HEC-RAS Version 6.6 or later.
20. Peak discharges will be obtained from the FEMA preliminary hydraulic model; hydraulic modeling will be limited to 1% annual chance event (floodplain and floodway runs).
21. It is assumed that the proposed pipe protection will restore the pre-erosion cross section and will result in no increase in 1% annual chance floodway water surface elevations. Conveyance mitigation is not anticipated, and development of mitigation alternatives is not included.
22. Preparation of the floodplain permit application is included in the scope of work.
23. The scope of work includes identification of the permanent and temporary easements; preparation of the easement documents; and negotiation with the

property owners on behalf of the City. The scope of work is based on four parcels.

24. Eminent domain support is not included in the scope of work.
25. The scope of work does not include modifications to the connection to the City of Omaha West Branch Interceptor Sewer.
26. The scope of work does not include design of the creek bypass operation.
27. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
28. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
29. Construction phase services are not included in this scope of work.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT – FINAL DESIGN

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

HDR Activities

110 – Project Management

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

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Attend one meeting at OWNER’s offices to review list of required information.
- Summarize and distribute meeting notes.

130 – PMRNRD Coordination Meeting

- Review existing conditions and recommended improvements.
- Review permitting requirements.
- Establish communication procedures.
- Summarize and distribute meeting notes.

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of topographic survey, boundary survey, bathymetric survey, geotechnical investigation, and CCTV of the gravity sewer.

HDR Activities**210 – Topographic Survey**

- Complete topographic survey.
- Complete boundary survey to the extent required for the preparation of the easement exhibits and preparation of the easement exhibits.
- Bathymetric survey in the area of protection.

220 – Geotechnical Investigation

- Complete the geotechnical investigation for the manhole replacement.
- Complete the geotechnical report.

TASK 300 - DEVELOPMENT OF FINAL DOCUMENTS**Objective:**

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

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

- Prepare the draft basis of design report that addresses protection of the siphon pipes, structure replacement, and pipe lining.
- Complete slope stability analysis and develop bank stabilization mitigation measures.
- Develop plans and specifications to 60 percent level of completion. Plans will include:
 - Cover sheet.
 - Quantities and notes sheet.
 - Horizontal and vertical control sheet.
 - Staging area and construction access sheet.
 - Plan/profile sheets.
 - Proposed channel grades.
 - Bank stabilization measures.
 - Detail sheets.
 - SWPPP sheets.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

320 – Utility Coordination

- Provide plans to the utility companies and request information on existing infrastructure.
- Follow up on impacts to existing infrastructure and required coordination.
- Incorporate information into the plans.

330 – Submittal and Review Meeting

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

340 – Develop Plans and Specifications to 95%

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

350 – Submittal and Review Meeting

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

360 – City of Omaha Coordination

- Submit PDF of plans and specifications to the City of Omaha Public Works for coordination with the Interceptor Rehabilitation Project.
- Receive review comments.
- Coordinate responses to review comments with OWNER and provide responses.

370 – Floodplain Modeling

- Update existing West Papillion Creek hydraulic model to include proposed channel improvements.
- Execute the model and analyze model results for two flood events. Compare existing condition and proposed condition results relative to localized change in the water surface elevation and velocity.
- Develop Floodplain Compliance Technical Memorandum detailing model development and results of the analysis.
- Prepare floodplain development permit application.

380 – Permit Submittals

- Incorporate OWNER review comments.
- Prepare the storm water permit application for OWNER execution.

- Initiate project on PERMIX for City of Bellevue grading permit
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

Deliverables: 60 percent contract documents for review.
 95 percent contract documents for review.
 100 percent bidding documents.
 Floodplain Compliance Technical Memorandum.
 Floodplain Development Permit Application.
 NDEE NPDES Permit Application.
 NDWEE Construction Permit Application
 City of Bellevue grading permit application.

TASK SERIES 400 – ENVIRONMENTAL SURVEYS AND PERMITTING

Objective: Conduct a wetland delineation and prepare necessary documentation to receive Clean Water Act Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE).

HDR Activities

410 – Nebraska SHPO Early Coordination

- Coordinate with Nebraska State Historic Preservation Office regarding compliance with Section 106 of the National Historic Preservation Act.
- Effort includes developing letter to SHPO to determine the need for survey.

420 – Wetland Delineation

- Delineate and characterize the type, size, and location of identified wetlands and stream channels within the study area, in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and the associated Midwest Regional Supplement. Agricultural wetland determination and field verification would also be completed.
- Document findings in a Wetland Delineation Report.
- Deliverables include one (1) Wetland Delineation Report (electronic deliverable) and one (1) GIS Wetland Geodatabase (electronic deliverable).

430 – Clean Water Act Section 404 Nationwide Permit

- Prepare a Pre-Construction Notification (PCN) for purpose of USACE review and permit authorization. This effort includes a US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) analysis in support of the

PCN. Effort to respond to USACE questions regarding the PCN is included.

TASK SERIES 500 – BID PHASE SERVICES

Objective: Provide bid phase services.

HDR Activities **510 – Bid Phase Services**

- Provide the notice to bidders to OWNER for publication.
- Provide plans and specifications in electronic format to the OWNER.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables: Pre-bid meeting notes and addenda.
Letter of bid recommendation.

TASK SERIES 600 – RIGHT OF WAY SERVICES

Objective: Provide ROW services for the acquisition of the permanent and temporary easements for the existing sewer repairs. Assume four parcels for permanent and temporary easements.

HDR Activities **610 – Title and Valuation Research**

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

620 – Exhibits

- Prepare temporary and permanent easement exhibits and legal descriptions.

630 – Property Owner Contacts

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

- Record executed permanent easements at Sarpy County Register of Deeds.

PART 3.0 AUTHORIZATION

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

PART 4.0 OWNER’S RESPONSIBILITIES:

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

1. Payment of permit fees.
2. Timely review of submitted documents – estimated two weeks.
3. Review of easement offers.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	January 20, 2026
Data Collection	February 27, 2026
60 Percent submittal	April 3, 2026
95 Percent submittal	June 19, 2026
Notice to Bidders	TBD

EXHIBIT C
 CITY OF BELLEVUE - TWIN CREEK AMENDMENT NO. 1 FINAL DESIGN AND PERMITTING
 Estimated Man-hours and Fee Summary
 December 30, 2025

ESTIMATED MANHOURS SUMMARY																		
TASK SERIES	PM ROHNIG	CONTROLLER COLEMAN	CIVIL ENGINEER SCHIMMOKER	OC BELL	CADD HARVEY	SPEC'S CLUMEN	SR GEOTECH ENGINEER HAYENS	GEOTECH ENGINEER J. SULLIN	SR SCIENTIST DAMGAARD	SCIENTIST SCHMIDT	SCIENTIST MCKINLEY	FLOODPLAIN OWBE	FLOOD MODELING REMBUS	STRUCTURAL ENGINEER MAMMUSSEN	STRUCTURAL CAD MONAGHAN	ROW MAYASHI	ROW MUEHLICH	TOTAL
Task 100 - Project Management																		
110 Project Management	12	0				2												20
120 Kickoff Meeting	4		4															8
130 PSNRHD Coordination	4											4						8
Subtotal Task 100	20	0	4	0	0	2	0	0	0	0	0	4	0	0	0	0	0	36
Task 200 - Data Gathering																		
210 Topographic Survey	2				2													4
220 Ground Investigation																		0
Subtotal Task 200	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	4
Task 300 - Design and Bidding																		
310 60 Percent Design and BIDD	10		60	4	60	12	16	50						24	24			206
320 Utility Coordination			4															4
330 Submittal Review Meeting	4		4															8
340 91 Percent Plans	16		40	4	40	8	20	45						12	*			193
350 Submittal Review Meeting	4		4															8
360 City of Grays Harbor Coordination	8		8															16
370 Fishplant Modeling												14	14					28
380 Permit Submittals	2		16		4	8												26
Subtotal Task 300	50	0	136	8	104	24	36	95	0	0	0	14	44	36	32	0	0	629
Task 400 Environmental Surveys and Permitting																		
410 Nezahka SHPS Early Coordination										4								4
420 Wetland Determination										2	8							12
430 Section 404	2								4	16	8							30
Subtotal Task 400	2	0	0	0	0	0	0	0	4	24	16	0	0	0	0	0	0	46
Task 500 Bid Phase Services																		
510 Bid Phase Services	8		8		2	2		6										26
Subtotal Task 500	8	0	8	0	2	2	0	6	0	0	0	0	0	0	0	0	0	26
Task 600 ROW																		
610 Title Valuation and Research																6		6
620 Easements																4		4
630 Property Chain Contacts																22	4	26
Subtotal Task 600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	4	36
TOTAL	82	0	148	8	108	28	36	101	4	24	16	18	44	36	32	32	4	727

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
	Mileage	Cost					
Task 100 - Project Management							
110 Project Management		\$0.00					\$0.00
120 Kickoff Meeting	28	\$19.60					\$19.60
130 PMRNRD Coordination	28	\$19.60					\$19.60
Task 200 - Data Gathering							
210 Topographic Survey		\$0.00					\$0.00
220 Geotech Investigaiton		\$0.00					\$0.00
Task 300 - Design and Bidding							
310 60 Percent Design and BODR	28	\$19.60		\$10.00			\$29.60
320 Utility Coordination		\$0.00					\$0.00
330 Submittal Review Meeting	28	\$19.60					\$19.60
340 95 Percent Plans		\$0.00		\$12.00			\$12.00
350 Submittal Review Meeting	28	\$19.60					\$19.60
360 City of Omaha Coordination		\$0.00					\$0.00
370 Floodplain Modeling		\$0.00					\$0.00
380 Permit Submittals		\$0.00		\$10.00			\$10.00
Task 400 Environmental Surveys and Permitting							
410 Nebraska SHPO Early Coordination		\$0.00					\$0.00
420 Wetland Delineation		\$0.00					\$0.00
430 Section 404		\$0.00					\$0.00
Task 500 Bid Phase Services							
510 Bid Phase Services	56	\$39.20		\$51.00			\$90.20
Task 600 ROW							
610 Title Valuation and Research		\$0.00					\$0.00
620 Exhibits		\$0.00					\$0.00
630 Property Owner Contacts	200	\$140.00					\$140.00
		\$277.20	\$0.00	\$83.00	\$0.00	\$0.00	\$360.20

FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 100 - Project Management					
110 Project Management	20	\$4,962.14	\$0.00		\$4,962.14
120 Kickoff Meeting	8	\$2,282.10	\$19.60		\$2,301.70
130 PMRNRD Coordination	8	\$2,391.49	\$19.60		\$2,411.09
Task 200 - Data Gathering					
210 Topographic Survey	4	\$816.18	\$0.00	\$12,065.00	\$12,881.18
220 Geotech Investigaiton	0	\$0.00	\$0.00	\$7,500.00	\$7,500.00
Task 300 - Design and Bidding					
310 60 Percent Design and BODR	266	\$48,406.60	\$29.60		\$48,436.20
320 Utility Coordination	4	\$1,005.90	\$0.00		\$1,005.90
330 Submittal Review Meeting	8	\$2,282.10	\$19.60		\$2,301.70
340 95 Percent Plans	193	\$36,866.25	\$12.00		\$36,878.25
350 Submittal Review Meeting	8	\$2,282.10	\$19.60		\$2,301.70
360 City of Omaha Coordination	16	\$4,564.19	\$0.00		\$4,564.19
370 Floodplain Modeling	58	\$10,190.12	\$0.00		\$10,190.12
380 Permit Submittals	26	\$5,414.71	\$10.00		\$5,424.71
Task 400 Environmental Surveys and Permitting					
410 Nebraska SHPO Early Coordination	4	\$657	\$0.00		\$656.99
420 Wetland Delineation	12	\$1,602	\$0.00		\$1,602.34
430 Section 404	30	\$5,208	\$0.00		\$5,207.76
Task 500 Bid Phase Services					
510 Bid Phase Services	26	\$5,853.49	\$90.20		\$5,943.69
Task 600 ROW					
610 Title Valuation and Research	6	\$1,114.08	\$0.00	\$13,200.00	\$14,314.08
620 Exhibits	4	\$742.72	\$0.00		\$742.72
630 Property Owner Contacts	26	\$4,805.17	\$140.00		\$4,945.17
TOTAL	727	\$141,446.40	\$360.20	\$32,765.00	\$174,571.60

TOTAL:

\$ 174,572



R.W. Engineering & Surveying, Inc.

7525 N. 101st Street

Omaha, NE 68122

RWmidwest.com

402.573.2205

12/02/2025

Chris Koenig
HDR, Inc.
1917 S 67th St
Omaha, NE, 68106-2973

Phone : 402-548-5112

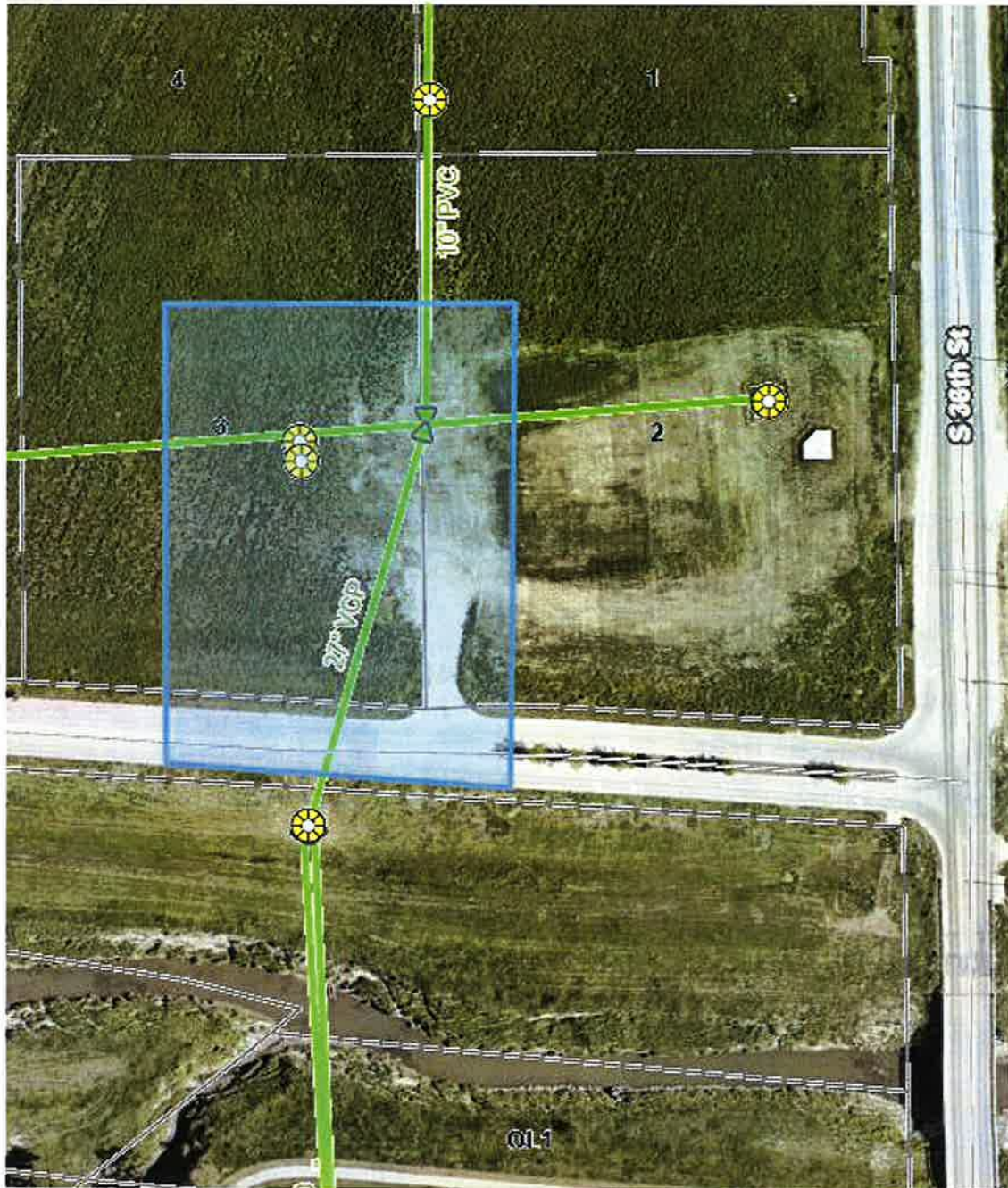
RE: Professional Services Proposal
Twin Creek Siphon Bathymetric Survey

PROPOSAL

R.W. Engineering & Surveying, Inc. (herein referred to as "Consultant") is pleased to submit our proposal for professional services to HDR, Inc. (herein referred to as the "CLIENT") for the above referenced project.

We have provided a competitive proposal based on the information supplied by you. If there are any questions regarding this proposal, please refer them to Cory Gross. To authorize us to proceed with the proposed services, please indicate by signing the attached SALES ORDER FORM and returning one executed copy to us.

EXHIBIT B



SALES ORDER FORM

Project Name: Twin Creek Siphon Bathymetric Survey

RW Project No.: 3617

Client: HDR, Inc.

Client Contact: Chris Koenig

Client Address: 1917 S 67th St., Omaha, NE, 68106-2973

Client Phone: 402-548-5112

I/we have received your proposal for professional services dated: 12/02/2025

I/we hereby accept your proposal for the lump sum amount \$ 12,065.00

CLIENT BILLING INFORMATION – complete this section

Name: _____

Address: _____

Telephone: _____

Email: _____

Accounts Contact: _____

Purchase Order No*: _____

*If Client operates a Purchase Order system for invoicing, they should include the PO reference in the section above at the time of signing.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

PLEASE COMPLETE AND EMAIL BACK TO cory@rwmidwest.com
FAILURE TO RETURN MAY CAUSE DELAYS



15080 A Circle
Omaha, Nebraska 68144
P (402) 330-2202
Terracon.com

December 8, 2025

HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106

Attn: Chris Koenig, P.E., Senior Project Manager
P: 402.548.5112
E: chris.koenig@hdrinc.com

RE: Proposal for Geotechnical Engineering Services
Twin Creek Siphon Reconstruction
Brook Drive West of South 36th Street
Bellevue, Nebraska
Terracon Proposal No. P05255295

Dear Chris:

We appreciate the opportunity to submit the attached proposal to HDR Engineering, Inc. (HDR) to provide Geotechnical Engineering services for the above referenced project. The attached proposal is organized into the following sections.

Project Information
Scope of Services
Compensation

Schedule
Site Location Plan
Anticipated Exploration Plan

Our services will be performed under the terms and conditions of the Master Geotech Subconsultant Agreement between HDR Engineering, Inc. and Terracon dated March 1, 2023. Authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning the attached Task Order or issuing a Purchase Order referencing this proposal and the MGSA. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Sincerely,
Terracon

Jonathan J. Malaterre, P.E.
Project Engineer

Michael D. Ringler, P.E.
Senior Engineer

Distribution: Addressee (pdf)

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 12/08/2025 between HDR Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Twin Creek Siphon Reconstruction project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 12/08/2025 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See attached Consultant's proposal dated December 6, 2025.

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See attached Consultant's proposal dated December 6, 2025.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

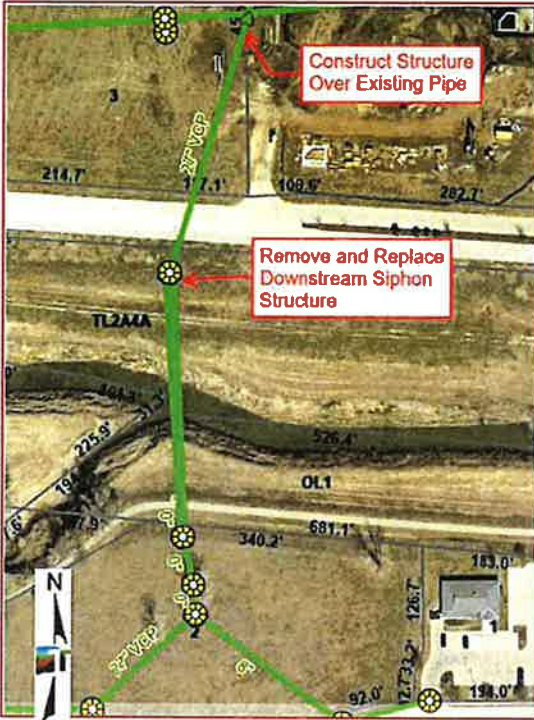
See attached Consultant's proposal dated December 6, 2025.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Michael D. Ringler* Date: **12/8/2025**
Name/Title: **Michael D Ringler / Senior Engineer**
Address: **15080 A Cir**
Omaha, NE 68144-5558
Phone: **(402) 330-2202** Fax: _____
Email: **Michael.Ringler@terracon.com**

Client: **HDR Engineering, Inc.**
By: _____ Date: _____
Name/Title: **Chris Koenig / Senior Project Manager**
Address: **1917 S 67th St**
Omaha, NE 68106-7029
Phone: **(402) 548-5112** Fax: _____
Email: **chris.koenig@hdrinc.com**

Project Information

Item	Description
Information Provided	<ul style="list-style-type: none"> ■ Emails from HDR ■ Twin Creek Aerial from Sarpy County GIS, no date ■ Record Construction Drawings, prepared by Design Engineering Inc., dated December 12, 1976.
Parcel Information	<p>The project is located at Brook Drive West of South 36th Street in Bellevue, Nebraska. See Site Location</p>
Project Description	<p>The project includes removal and replacement of the downstream siphon structure and construction of a new structure near the connection of the existing interceptor sewer. The structures will have invert elevations at approximately 975'.</p> 
Grading/Slopes	<p>Final grading is expected to be minimal (less than 1 foot of cut or fill).</p>
Below-Grade Structures	<p>The structures are expected to extend up to 16 feet below surrounding grade.</p>

Scope of Services

Field Exploration

Scope Item		Quantity / Description
Field Exploration	Site Reconnaissance	Boring Location Layout and Recording Coordinates
	Soil Borings	1 @ 30'
		1 @ 25'

Site Access: We must be granted access to the site by the property owner. Without information to the contrary, we consider accepting this proposal as authorization to access the property. We assume the site is accessible by our truck or ATV-mounted drill rig and 4x4 support vehicle. Snow removal or clearing is not included in our scope.

We will conduct field services during normal business hours (Monday through Friday between about 8 am and 5 pm). If our exploration must take place over a weekend or outside normal business hours, please contact us so we can discuss time restrictions and adjust our schedule and fee.

Utilities: We will contact the local "one-call" service for location of public utilities in public easements. Locating private lines on the property is not part of the "one-call." The client is responsible for marking/locating private lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected and similarly deeply buried utilities may not be detected. We are not responsible for damage to utilities that are not made aware to us or utilities that cannot be located due to materials.

Survey and Layout: We will locate the boring locations (see [Anticipated Exploration Plan](#)) by field measurements with a GPS device which is capable of documenting the exploration point location with about 0.5-foot vertical and 5 feet horizontal accuracy. The locations and elevations should be considered accurate only to the degree implied by these methods.

Subsurface Exploration – Soil Borings: We will advance the soil borings with a truck or ATV-mounted drill rig using continuous-flight augers. Sampling in the borings will be in general accordance with industry standard procedures using thin-walled Shelby tubes and split-barrel samplers.

We will observe and record groundwater levels in the boreholes during drilling and sampling, and again at completion of drilling. Delayed water levels are not included in this scope. We will backfill borings with auger cuttings and/or bentonite chips.

Property Disturbance: Our field equipment includes heavy drill rigs and support vehicles carrying water tanks. We will take reasonable efforts to avoid excessive damage or rutting due to our equipment; however, the extent of damage will highly depend on the near-surface soil moisture content and presence/absence of frost or poor drainage. At a minimum, the field equipment will leave depressions several inches deep in even dry weather with firm ground conditions. Similarly, tracked equipment will tear through vegetation and roots. More disturbance occurs during wet weather and in soft ground conditions.

Laboratory Testing

Scope Item	Quantity	Test Method
Laboratory Testing	ALL	Split Spoons: Moisture Content
	ALL	Shelby Tubes: Moisture Content, Density, Hand Penetrometer and Unconfined Compression (Where Possible)
	2	Chemical Series (i.e., Corrosion Series)

In the event additional testing is necessary, we will notify you of this need prior to initiating the additional testing and will not proceed without your approval.

Our laboratory testing program will include review of the soil samples by an engineer. Based on the material’s texture and plasticity, we will describe soil samples in general accordance with the Unified Soil Classification System (USCS).

Geotechnical Engineering Reporting

Scope Item	Report Content
Geotechnical Report	<ul style="list-style-type: none"> ■ Soil conditions ■ Groundwater conditions ■ Site preparation and earthwork ■ Cut-and-cover installation

In addition to an emailed report, the report will also be posted to **Compass**, our on-line data presentation and reporting website.



Compensation

Task	Lump Sum Fee
Boring Location Staking / Survey, Subsurface Exploration, Laboratory Testing, Geotechnical Reporting	\$7,500
1. Effective for 90 days from the date on this proposal	

The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. Our fee will increase for each additional mobilization. A drill crew standby rate of \$350 per hour will be invoiced for unexpected delays or additional mobilization.

Schedule

GeoReport Stage	Anticipated Posting Date from Notice to Proceed ¹
Project Planning and Schedule Review	3 to 5 days
Site Characterization	10 to 15 days
Geotechnical Engineering	25 to 30 days
1. Standard business days	

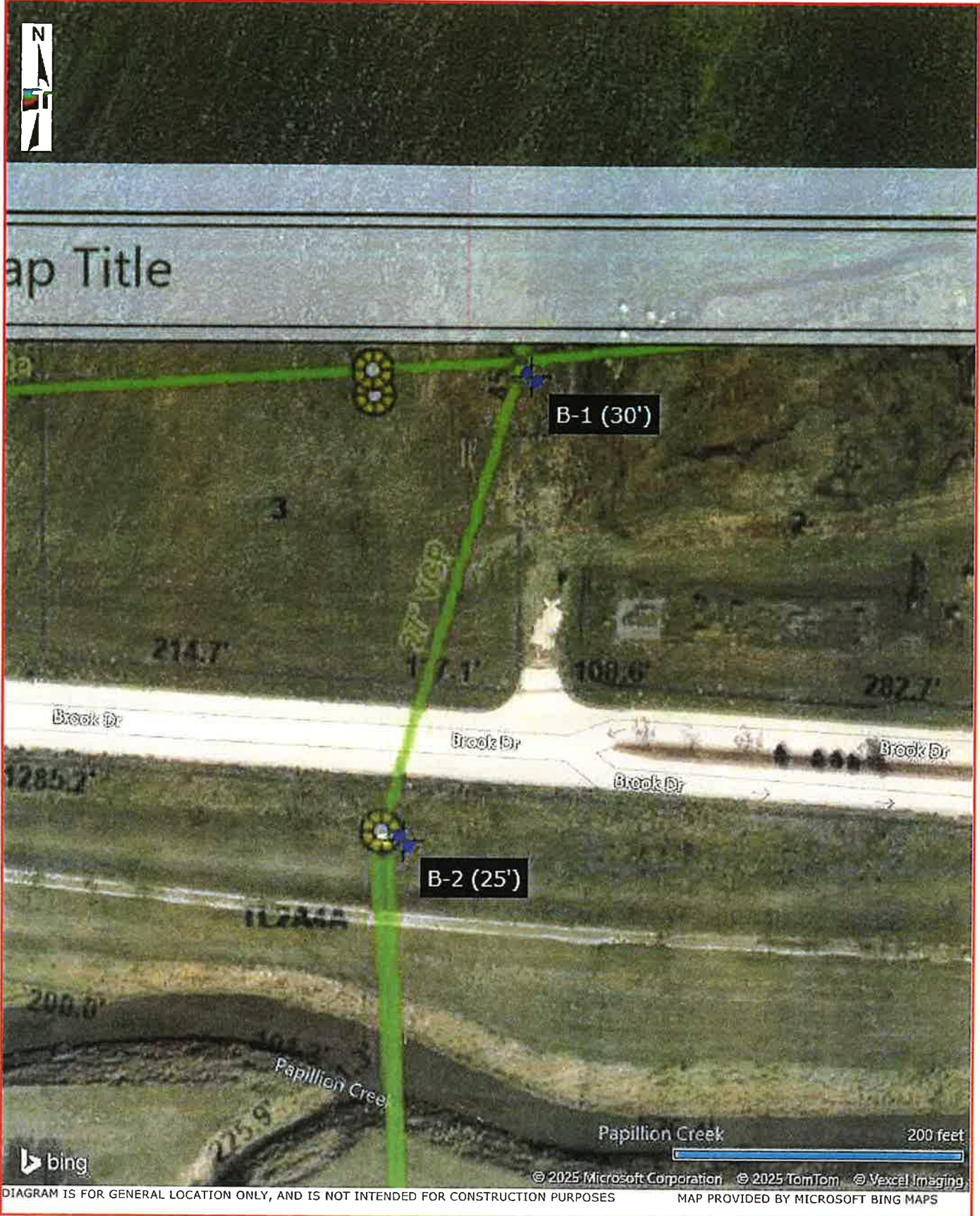
We developed a schedule to complete the scope based upon our existing availability. However, our schedule does not account for delays in field exploration beyond our control, such as weather or soft ground conditions, utility clearance, or lack of permission.

When information is needed prior to completing our report, we will provide preliminary recommendations for specific project elements after completing our field exploration and laboratory testing programs.

Site Location



Anticipated Exploration Plan



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

160.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: David Goedeken PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
BPW 260110 ST 26(06) Cobblestone Lane Cr Storm Sewer Project

SYNOPSIS/BACKGROUND:
Felsburg Holt & Ullevig will provide engineering services for the design of the storm sewer at 1507 Cobblestone Lane Cr. that was damaged in recent storm event. The design phase services will include right-of way and topographic survey services.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/> YES <input type="checkbox"/>	COUNTER-PARTY: Felsburg Holt & Ullevig	INTERLOCAL AGREEMENT: <input type="checkbox"/> NO
CONTRACT DESCRIPTION: Storm sewer design phase services - including right-of-way and topographic survey		
CONTRACT EFFECTIVE DATE: <input type="checkbox"/>	CONTRACT TERM: <input type="checkbox"/>	CONTRACT END DATE: <input type="checkbox"/>
PROJECT NAME: 260110 ST 26(06) Cobblestone Lane Cr Storm Sewer Project		
START DATE: <input type="checkbox"/>	END DATE: <input type="checkbox"/>	PAYMENT DATE: <input type="checkbox"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: Avian Forest; Cobblestone Lane Cr	CIP PROJECT NUMBER: ST26(06)	
STREET DISTRICT NAME (S): <input type="checkbox"/>		STREET DISTRICT NUMBER (S): <input type="checkbox"/>
ACCOUNTING DISTRIBUTION CODE: <input type="checkbox"/>	ACCOUNT NUMBER: 10-15-7010	

RECOMMENDATION:
City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of \$50,435.00

ATTACHMENTS:

1. Agreement	2. <input type="checkbox"/>	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:
 LEGAL APPROVAL AS TO FORM: Jonel Willis
 FINANCE APPROVAL AS TO FORM: Jean Goetz
 ADMINISTRATOR APPROVAL AS TO FORM: Chad Allen

*REVISED 1/2024



January 9, 2026

Mr. John Krager
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Reference: Proposal for Final Design Services
for 1507 Cobblestone Creek Storm Sewer Project

Dear John:

Thank you for the opportunity to submit this proposal to provide design services for the 1507 Cobblestone Creek Storm Sewer project. Our understanding of the project is based on our field visit on November 7, 2025, and a review of the existing storm sewer alignment, structures, and property conditions in and around the Cobblestone Lane Circle area.

The existing storm sewer system in this area includes an 18-inch reinforced concrete pipe (RCP) that discharges from a storm sewer manhole located near the downstream end of Cobblestone Lane Circle. Based on available elevation information from the Sarpy County GIS and field observations, the pipe segment has an overall elevation drop of approximately 50 feet between the upstream manhole and the downstream outlet structure. A portion of the pipe located approximately one third of the length up from the downstream end of the pipe has failed due to loss of supporting soil, where erosion and collapsing soils has created a void and resulted in complete structural damage and separation of the RCP. The same process had begun to develop near the upper end of the pipe length as well.

Due to the loss of soil support and the resulting failure of the pipe, the affected storm sewer section requires removal and replacement, along with appropriate backfill and stabilization measures to reestablish structural support and reduce the potential for future washout. The proposed project will evaluate feasible replacement options, confirm site conditions, and develop the design required for installing a new pipe segment and restoring the surrounding area.

The City has requested FHU to advance the project by developing the recommended replacement approach for the damaged storm sewer segment, including evaluation of alignment constraints, access considerations on private property, permitting needs, and coordination with affected parcel owners. Design services will include project management, data collection, H&H review as needed to support design decisions, development of preliminary and final design plans, permitting support, coordination with private property owners and the City, and bid assistance. Construction phase services, if desired, would be completed under a separate contract once the design has established the recommended improvements.

Scope of Work

Task 1) Project Management

Task 1.1 Project Management

The ENGINEER shall monitor progress and schedule and facilitate coordination of the project design elements; prepare monthly invoicing with estimated percentage of work complete by contract task; prepare monthly progress reports; scope, schedule, and budget tracking; provide staffing management and contract

administration; maintain communication with the City of Bellevue (CITY); maintain Quality Control; provide monthly project schedule updates and any explanations if not on schedule or budget.

Task 1.2 Project Kickoff Meeting

ENGINEER will conduct the initial project kickoff meeting with the CITY. The purpose of the meeting will be to review the project approach, project goals/objectives and conceptual design; establish project communication procedures; and establish the project schedule. ENGINEER will prepare minutes for the meeting and distribute.

Task 2) Data Collection

This task will include collecting survey information; reviewing and updating available H&H information; coordinating with utility providers, the City of Bellevue Public Works Department, and nearby private property owners, if needed, to support design. This information will be used as the basis for developing the recommended rehabilitation or replacement approach for the existing storm sewer system and associated structures.

Task 2.1 Miscellaneous Data Collection and Desktop Review

The ENGINEER will obtain and review available GIS information, record drawings, parcel information, and any storm sewer or drainage study documentation provided by the CITY. The review will focus on confirming the existing storm sewer layout, property boundaries, easement conditions, and available elevation data to support development of replacement options. No CCTV inspection is included as part of this scope, and the CITY will provide any relevant existing condition information if available.

Task 2.2 Field Assessment

The ENGINEER has allotted time for one (1) site visit to verify existing conditions, including the upstream manhole, the failed pipe segments, the downstream outlet structure, and the surrounding ground conditions where soil loss has occurred. The visit will also be used to compare site conditions against updated topographic survey information and to support preliminary design.

Task 2.3 Utilities Coordination

The ENGINEER will coordinate with utility providers in the project area to notify them of the project and requests information on any utilities they may have in the area. The ENGINEER will be responsible for providing utilities with relevant project information to facilitate with any required design work for replacement or relocation of their existing infrastructure within the project area.

Task 2.4 Topographic Survey

FHU will have RW Engineering and Surveying (RW Engineering) perform a topographic survey for the project area as shown in **Attachment A**. The survey will include the existing 18-inch RCP storm sewer segment, the upstream manhole located within the Cobblestone Lane Circle, the inlet connected to that manhole, and the downstream outlet location. Survey limits will extend across the area between the two adjacent private properties where the pipe is located. Additional survey will be collected upstream and downstream of the outlet to capture existing grades and surface conditions for working. Survey along the Cobblestone Lane Circle will include the inlet, manhole, pavement area, and any surface features necessary to support design, access evaluation, and constructability.

The CITY will provide a title search within the project area for use in determining easement restrictions and helping determine boundaries that will be included in the drawings.

Task 2.5 Preliminary Wetland Assessment

A field assessment will be performed as a preliminary screening to identify potential jurisdictional wetlands or waterways. The assessment will be based on observable vegetation and hydrology indicators obtained through the site visit combined with a desktop evaluation using the National Hydrography Dataset, National Wetland Inventory, Web Soil Survey hydric soil maps, and historical aerial photography. The wetland assessment is not a formal wetland delineation and does not include the completion of U.S. Army Corps of Engineers Data Forms, sampling of soils, or delineation of wetland boundaries. Specialized wetland services including an Approved Jurisdictional Determination request, Section 404 permitting, or a formal wetland delineation are not included in this scope. A brief memorandum will be prepared to document the findings.

Task 3) Preliminary (50%) Design

Task 3.1 Hydrologic and Hydraulic Calculations

The ENGINEER will define drainage areas, calculate peak flow rates, and provide pipe capacity checks based on updated survey information and existing conditions. This information will be used to support preliminary design and to confirm hydraulic considerations relevant to replacement of the failed storm sewer segment.

Task 3.2 Preliminary Storm Sewer Design

The ENGINEER will use the data collected and the H&H information to evaluate replacement options for the existing 18-inch reinforced concrete storm sewer. Preliminary design will include review of alignment constraints, inlet and manhole configurations, pipe sizing, structural considerations, and constructability. Layouts and profiles will be prepared to illustrate preliminary design concepts and support coordination with the CITY.

Task 3.3 Preliminary Plans

The ENGINEER will prepare preliminary (50%) design plans to illustrate proposed replacement of the existing 18-inch RCP storm sewer. Preliminary alignments and profiles will be developed based on survey information, inlet and manhole conditions, potential utility conflicts, and general constructability considerations. These plans will support the CITY's review of design concepts before advancing to final design.

The following plan sheets will be developed as part of the Preliminary (50%) Design submittal:

- Title Sheet
- General Notes and Quantities
- Vicinity Map
- Removals Sheet
- Preliminary Storm Sewer Plan and Profile Sheet
- Preliminary Details Sheet
- Preliminary Erosion and Sediment Control and Site Stabilization Sheet
- ROW Strip Maps (for required easements)

Task 3.4 Opinion of Probable Cost

The ENGINEER will prepare an opinion of probable costs (OPC) based on (50%) preliminary plans and level of design.

Task 3.5 Right-of-Way Requirements

Right-of-way (ROW) requirements will be discussed with the CITY and project partners as design progresses, particularly where the existing storm sewer crosses private property and extends toward the downstream outlet. ROW requirements may include temporary construction easements and widened permanent storm sewer easements to allow access, construction activities, and long-term maintenance of the proposed improvements. ROW boundaries will be shown in the preliminary plans.

It is assumed that Midwest ROW will obtain title information for affected parcels. RW Engineering will prepare exhibits with legal descriptions for the required easements, with an estimated need for up to four (4) ROW exhibits depending on final design limits (2 temporary and 2 permanent). Midwest Right of Way Services, Inc. will negotiate with property owners for acquisition of the necessary easements (see **Attachment B** for details).

Task 3.6 Review Meeting

The ENGINEER will plan and attend a meeting with CITY to solicit review comments and to discuss Preliminary Design documents. ENGINEER will incorporate comments into the Final Documents.

Task 4) Final Design (90%)

Task 4.1 Final Plans and H&H Calculations

The ENGINEER will update H&H calculations, as needed, and submit design drawings for 90% design improvements.

Task 4.2 Opinion of Probable Cost

The ENGINEER will update the opinion of probable costs (OPC) based on (90%) final plans.

Task 4.3 Project Specifications

The ENGINEER will prepare Special Provisions and Supplemental Specifications for special items and work not covered in the City of Omaha Standard Specifications. Front-end specifications will also be prepared by FHU with input from the City.

Task 4.4 Review Meeting

The ENGINEER will plan and attend a meeting with CITY to solicit review comments and to discuss the final documents. ENGINEER will incorporate comments into the Final Documents.

Task 5) Regulatory Review (95%)

Task 5.1 Update Project Design Drawings

The ENGINEER will incorporate CITY review comments and update the project design drawings for the regulatory review submittal.

Task 5.2 Update Project Specifications

The ENGINEER will incorporate CITY review comments and update the project specifications for the regulatory review submittal.

Task 6) Bid Documents (100%)

The ENGINEER will prepare, sign, and seal the 100% bid and contract documents for the proposed replacement of the existing 18-inch reinforced concrete storm sewer. The final documents will incorporate all CITY review comments, field information, utility coordination outcomes, and right-of-way requirements. The 100% package will include completed plans, specifications, quantities, and bid items for advertisement and construction.

Assumptions

The following assumptions have been made in the development of this scope.

1. The CITY will provide relevant and available GIS data and record drawings in the study area along with any other pertinent and available background information.
2. It will not be necessary to rehabilitate or reconstruct sanitary sewer in the study area unless unexpected conflicts are identified during design.
3. The CITY will provide a title search for properties in the study area.
4. All permit fees will be paid by the City of Bellevue, if any permits are identified as necessary during design.
5. No formal delineations, environmental documentation beyond the determination described in Task 2.5 is anticipated based on the urban setting and the nature of the proposed improvements. Furthermore, Section 404 permitting through the US Corps of Engineers is not expected to be needed.
6. The project disturbance area is anticipated to be less than one (1) acre. Based on this footprint, no NPDES Construction Stormwater Permit or SWPPP preparation is expected to be required unless design changes increase the disturbed area beyond this limit. Additionally, no Post Construction Stormwater Management Plan is expected to be needed for this project.

Project Schedule

A general schedule has been provided for the project as follows:

<i>Notice to Proceed</i>	<i>January 2026</i>
<i>Complete Field Data Collection and Desktop Review</i>	<i>March 2026</i>
<i>Complete Preliminary (50%) Plans</i>	<i>April 2026</i>
<i>Complete Final Design (90%) Plans</i>	<i>June 2026</i>
<i>Regulatory Review (95%) Plans</i>	<i>July 2026</i>
<i>Contract Documents (100%)</i>	<i>August 2026</i>

Fee Estimate

We propose to bill for our services based on hourly charge rates plus reimbursable expenses incurred not to exceed the total fee provided in the following table:

Task 1) Project Management	\$ 2,975.00
Task 2) Data Collection	\$ 9,885.00
Task 3) Preliminary (50%) Design (Includes ROW Coord)	\$24,255.00
Task 4) Final Design (90%)	\$ 7,840.00
Task 5) Regulatory Review (95%)	\$ 3,615.00
<u>Task 6) Contract Documents (100%)</u>	<u>\$ 1,865.00</u>
Total Fees	\$50,435.00

Details of the fee estimate are provided in **Attachment C**. Direct expenses incurred on this project will be charged at cost. These may include items such as reproduction charges, postage, telephone, etc. Vehicle usage will be charged at the current Federal rate at the time of the usage. Additional services outside the Scope of Work would be performed on a time and materials basis. Additional services would not be performed without written authorization from the client.

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions (**Attachment D**), are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG



David G. Lampe, PE
Principal and Sr Water Resources Engineer

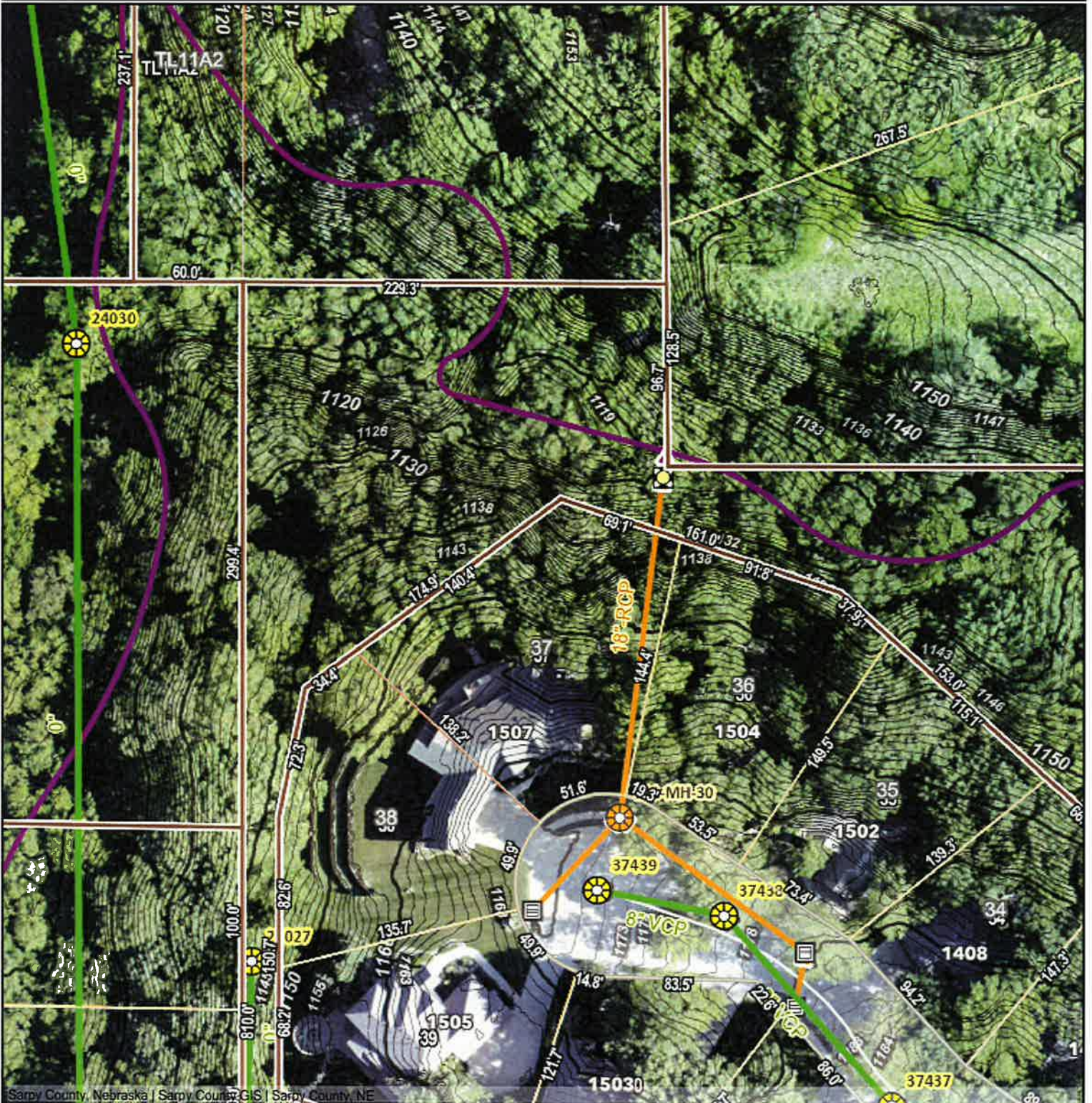
Accepted By

Title

Date

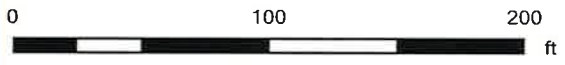
Attachments A-D

Bellevue 1507 Cobblestone Creek Storm Sewer



Sarpy County, Nebraska | Sarpy County GIS | Sarpy County, NE

Notes Aerial (Cadastral)



Map Scale 1: 1200

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



December 12, 2025



MIDWEST
RIGHT OF WAY
SERVICES

Felsburg Holt & Ullevig (FHU)

City of Bellevue, Nebraska

**1507 Cobblestone Creek
Storm Sewer Project**

John Borgmeyer

john.borgmeyer@midwestrow.com

13425 A Street

Omaha, Nebraska 68144

402-955-2900



MIDWEST
R | O | W

PROPOSAL FOR SERVICES
Felsburg Holt & Ullevig (FHU)
City of Bellevue, Nebraska
1507 Cobblestone Creek Storm Sewer Project

Dave Lampe, PE
Felsburg Holt & Ullevig (FHU)
14606 Branch Street, Suite 400
Omaha, Nebraska 68154

PROJECT UNDERSTANDING

This project involves the acquisition of permanent and temporary easements from two (2) tracts of land for the 1507 Cobblestone Creek Storm Sewer Project. The project is located in the area of Avian Circle South and Cobblestone Lane Circle in Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve management of all project elements to ensure the acquisition process is streamlined, appropriate progress is made, and schedules are met. The project manager will be responsible for the coordination of the title work, appraisals/valuations, and right of way acquisitions.

TITLE SEARCHES

Title searches will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to Felsburg Holt & Ullevig (FHU) at no additional cost.

WAIVER VALUATIONS and JUST COMPENSATION

This task involves the preparation of two (2) waiver valuations which will help the City of Bellevue to determine values for the easements to be acquired. Midwest Right of Way Services agent will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessor data, and provide the reports to the City of Bellevue so that they can determine the just compensation for the easements.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. During our initial meeting with the owner our agent will prepare all documents, present and explain the offer, and answer all acquisition-related questions. We will secure signatures from all interested parties through negotiations. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all contacts made.

If necessary, a recommendation for a negotiated settlement will be made to the City of Bellevue representatives. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of Bellevue and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. Prior to joining the Midwest team, she performed acquisition negotiations and relocation assistance in Arizona and Nevada since 2006. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, has worked Midwest Right of Way Services since February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

Alexa Cradduck, Right of Way Agent, joined the Midwest Right of Way Services team in January 2023. Alexa received her real estate license in 2024. Her experience includes preparation of right of way documents as well as agreements and contracts for various agencies. She has experience working on state, local and federally funded projects.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2025	\$ 0.70

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on a monthly basis for actual services rendered and real expenses incurred. The cost of services was estimated at a maximum fee. Should additional fees and costs be necessary, an amendment to this proposal will be submitted for approval prior to providing ongoing services.

RIGHT OF WAY SERVICES

Project Management	2	Tracts @	\$ 300.00	each =	\$ 600.00
Negotiation Services	2	Tracts @	\$ 3,750.00	each =	\$ 7,500.00
Administrative Services	2	Tracts @	\$ 225.00	each =	\$ 450.00

Total Right of Way Costs:					\$ 8,550.00
----------------------------------	--	--	--	--	--------------------

The pass-through costs will be as follows:

Title Services	2	Reports @	\$ 200.00	each =	\$ 400.00
Appraisal Reports	2	Reports @	\$ 500.00	each =	\$ 1,000.00

Total Pass-Through Costs:					\$ 1,400.00
----------------------------------	--	--	--	--	--------------------

The maximum fee for this project is **\$9,950.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

Attachment C

CITY OF BELLEVUE					Felburg Holt and Ulevig										RW Engineering and Surveying									
1507 Cobblestone Creek Storm Sewer Project					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
PRIME - Felsburg Holt and Ulevig					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
SUB # 1 - RW Engineering and Surveying					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
SUB # 2 - Midwest Right-Of-Way Services					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
SUB # 3 -					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
SUB # 4 -					PRIME TASK TOTAL										SUB # 1 TASK TOTAL		SUB # 1 TASK TOTAL							
TASK TOTAL	TASK TOTAL	PRIME TASK TOTAL	PRIME TASK TOTAL	PRIME TASK TOTAL	Principal II	PM	Engineer IV	Engineer II	Enviro Scientist IV	Enviro Scientist III	Enviro Scientist II	Admin	Direct Expenses	SUB # 1 TASK TOTAL	SUB # 1 TASK TOTAL	Project Principal	Project Mgr/PLS	2-man Surv. Crew	PLS/Scan Coordinator	CAD Tech	LIAS/LOAR 2 man Crew	Admn.	Direct Expenses	
\$	HRS	\$	HRS	\$	\$325	\$210	\$140	\$205	\$180	\$140	\$110			\$	HRS	\$315	\$235	\$240	\$190	\$125	\$265	\$105		
TASK 1 Project Management																								
1.1	Project Management (3 months)	\$2,230	13	\$2,230	13		8						5	\$0	-									
1.2	Project Kickoff Meeting	\$745	3	\$745	3	1	2							\$0	-									
	Task Hours		16		16	1	10	0	0	0	0	5			-			0	0	0	0	0	0	0
	Task Fee	\$2,975		\$2,975		\$325	\$2,100	\$0	\$0	\$0	\$0	\$550	\$0	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 Data Collection																								
2.1	Miscellaneous Data Collection and Desktop Review	\$630	3	\$630	3		3							\$0	-									
2.2	Field Assessment	\$800	4	\$800	4		2	2					100	\$0	-									
2.3	Utilities Coordination	\$490	3	\$490	3		1	2						\$0	-									
2.4	Topographic Survey	\$5,460	33	\$210	1		1							\$6,270	32			6	14		12			
2.5	Preliminary Wetland Assessment	\$1,465	7	\$1,465	7				7				50	\$0	-									
	Task Hours		50		18	0	7	4	7	0	0	0			32			6	14	0	12	0	0	
	Task Fee	\$9,685		\$3,615		50	\$1,470	\$660	\$1,435	\$0	\$0	\$0	\$150	\$6,270	32	\$0	\$1,410	\$3,360	\$0	\$1,500	\$0	\$0	\$0	\$0
TASK 3 Preliminary Design (50%)																								
3.1	Hydrologic and Hydraulic Calculations	\$1,050	7	\$1,050	7		1	6						\$0	-									
3.2	Preliminary Storm Sewer Design	\$1,143	7	\$1,143	7	0.5	2	4						\$0	-									
3.3	Preliminary Plans														-									
3.3a	Title Sheet	\$140	1	\$140	1			1						\$0	-									
3.3b	General Notes and Qty's	\$325	4	\$325	4		0.5	3						\$0	-									
3.3c	Vicinity Map	\$525	4	\$525	4		0.5	3						\$0	-									
3.3d	Removals Sheet	\$665	5	\$665	5		0.5	4						\$0	-									
3.3e	Preliminary Storm Sewer Plan and Profile Sheet	\$1,260	8	\$1,260	8			2	6					\$0	-									
3.3f	Preliminary Details Sheet	\$1,703	11	\$1,703	11	0.5	2	8						\$0	-									
3.3g	Preliminary Erosion and Sediment Control and Site Stabilization Sheet	\$665	5	\$665	5		0.5	4						\$0	-									
3.4	Preliminary OPC	\$933	6	\$933	6	0.5	1	4						\$0	-									
3.5	Right-of-Way Requirements	\$14,576	27	\$653	4	0.5	1	2						\$3,975	23			10			13			
3.6	Review Meeting	\$1,070	4	\$1,070	4		2	2						\$0	-									
	Task Hours		85		62	4	13	45	0	0	0	0			23			10			13	0	0	
	Task Fee	\$24,255		\$10,330		\$1,300	\$2,730	\$6,300	\$0	\$0	\$0	\$0	\$0	\$3,975	23	\$0	\$2,350	\$0	\$0	\$1,625	\$0	\$0	\$0	\$0
TASK 4 Final Design (90%)																								
4.1	Final Plans and H&H Calculations														-									
4.1a	Updated H&H Calculations	\$770	5	\$770	5		1	4						\$0	-									
4.1b	Title Sheet	\$0		\$0										\$0	-									
4.1c	General Notes and Qty's	\$140	1	\$140	1			1						\$0	-									
4.1d	Vicinity Map	\$140	1	\$140	1			1						\$0	-									
4.1e	Removals Sheet	\$280	2	\$280	2			2						\$0	-									
4.1f	Storm Sewer Plan and Profile Sheet	\$933	6	\$933	6	0.5	1	4						\$0	-									
4.1g	Details Sheet	\$933	6	\$933	6	0.5	1	4						\$0	-									
4.1h	Erosion and Sediment Control and Site Stabilization Sheet	\$280	2	\$280	2			2						\$0	-									
4.1i	ROW Strip Maps	\$280	2	\$280	2			2						\$0	-									
4.2	OPC	\$490	3	\$490	3			2						\$0	-									
4.3	Project Specifications	\$2,215	14	\$2,215	14	1	1	12						\$0	-									
4.4	Review Meeting	\$1,380	5	\$1,380	5		2	3					100	\$0	-									
	Task Hours		46		48	4	8	34	0	0	0	0			-									
	Task Fee	\$7,640		\$7,640		\$1,300	\$1,680	\$4,760	\$0	\$0	\$0	\$0	\$100	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Attachment C (cont'd)

CITY OF BELLEVUE				Felsburg Holt and Ullevig										SUB # 1		SUB # 1		RW Engineering and Surveying						
1507 Cobblestone Creek Storm Sewer Project																								
PRIME - Felsburg Holt and Ullevig																								
SUB # 1 - RW Engineering and Surveying																								
SUB # 2 - Midwest Right-Of-Way Services																								
SUB # 3 -																								
SUB # 4 -																								
TASK TOTAL	TASK TOTAL	PRIME TASK TOTAL	PRIME TASK TOTAL	Principal II	PM	Engineer	Enviro	Enviro	Enviro	Enviro	Admin	Direct Expenses	SUB # 1 TASK TOTAL	SUB # 1 TASK TOTAL	Project Principal	Project Mgr/PLS	2-man Surv Crew	PLS/Scan Coordinator	CAD Tech	UAS/LIDAR 2 man Crew	Admin	Direct Expenses		
\$	HRS	\$	HRS	\$325	\$210	\$140	\$205	\$180	\$140	\$110			\$	HRS	\$315	\$235	\$240	\$190	\$125	\$265	\$105			
TASK 5 Regulatory Review (95%)																								
5.1	Update Project Design Drawings	\$2,565	15	\$2,565	15	1	4	10					\$0											
5.2	Update Project Specifications	\$1,050	7	\$1,050	7		1	6					\$0											
	Task Hours		22		22	1	5	16	0	0	0	0												
	Task Fee	\$3,615		\$3,615		\$325	\$1,050	\$2,240	\$0	\$0	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK 6 Bid Documents (100%)																								
6.0	Bid Documents	\$1,865	11	\$1,865	11	1	2	8					\$0											
	Task Hours		11		11	1	2	8	0	0	0	0												
	Task Fee	\$1,865		\$1,865		\$325	\$420	\$1,120	\$0	\$0	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL																								
	Hours		162		167	11	45	107	7	0	0	5												
	Fee	\$50,435		\$30,240		\$3,575	\$9,450	\$14,980	\$1,435	\$0	\$0	\$550	\$250	\$10,245	55	\$0	\$3,760	\$3,360	\$0	\$3,125	\$0	\$0	\$0	

Attachment C (cont'd)

CITY OF BELLEVUE										
1507 Cobblestone Creek Storm Sewer Project										
PRIME - Felsburg Holt and Ullevig		Midwest Right-Of-Way Services								
SUB # 1 - RW Engineering and Surveying		SUB # 1 TASK TOTAL	SUB # 1 TASK TOTAL	Project	Project	2-man	PLS/Scan	CAD	LIAS/LIDAR	Direct
SUB # 2 - Midwest Right-Of-Way Services				Principal	Mgr/PLS	Surv	Crew	Coordinator	Tech	2 man Crew
SUB # 3		\$	HRS	\$115	\$225	\$220	\$190	\$115	\$245	\$105
SUB # 4 -										
TASK 1 Project Management										
1.1	Project Management (3 months)	\$0	-							
1.2	Project Kickoff Meeting	\$0	-							
	Task Hours		-	0	0	0	0	0	0	0
	Task Fee	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 Data Collection										
2.1	Miscellaneous Data Collection and Desktop Review	\$0	-							
2.2	Field Assessment	\$0	-							
2.3	Utilities Coordination	\$0	-							
2.4	Topographic Survey	\$0	-							
2.5	Preliminary Wetland Assessment	\$0	-							
	Task Hours		-	0	0	0	0	0	0	0
	Task Fee	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 3 Preliminary Design (50%)										
3.1	Hydrologic and Hydraulic Calculations	\$0	-							
3.2	Preliminary Storm Sewer Design	\$0	-							
3.3	Preliminary Plans									
3.3a	Title Sheet	\$0	-							
3.3b	General Notes and Qty's	\$0	-							
3.3c	Vicinity Map	\$0	-							
3.3d	Removals Sheet	\$0	-							
3.3e	Preliminary Storm Sewer Plan and Profile Sheet	\$0	-							
3.3f	Preliminary Details Sheet	\$0	-							
3.3g	Preliminary Erosion and Sediment Control and Site Stabilization Sheet	\$0	-							
3.4	Preliminary OPC	\$0	-							
3.5	Right-of-Way Requirements	\$9,950	-							9,950
3.6	Review Meeting	\$0	-							
	Task Hours		-	0	0	0	0	0	0	0
	Task Fee	\$9,950	-	\$0	\$0	\$0	\$0	\$0	\$0	\$9,950
TASK 4 Final Design (90%)										
4.1	Final Plans and M&H Calculations									
4.1a	Updated M&H Calculations									
4.1b	Title Sheet	\$0	-							
4.1c	General Notes and Qty's	\$0	-							
4.1d	Vicinity Map	\$0	-							
4.1e	Removals Sheet	\$0	-							
4.1f	Storm Sewer Plan and Profile Sheet	\$0	-							
4.1g	Details Sheet	\$0	-							
4.1h	Erosion and Sediment Control and Site Stabilization Sheet	\$0	-							
4.1i	ROW Strip Maps	\$0	-							
4.2	OPC	\$0	-							
4.3	Project Specifications	\$0	-							
4.4	Review Meeting	\$0	-							
	Task Hours		-	0	0	0	0	0	0	0
	Task Fee	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Attachment C (cont'd)

CITY OF BELLEVUE									
1507 Cobblestone Creek Storm Sewer Project									
PRIME - Felsburg Holt and Ulevig		Midwest Right-Of-Way Services							
SUB # 1 - RW Engineering and Surveying	SUB # 1 TASK TOTAL	Project Principal	Project Mgr/PLS	2-man Surv. Crew	PLS-Scan Coordinator	CAD Tech	LIAS/LIDAR 2 man Crew	Admin	Direct Expenses
SUB # 2 - Midwest Right-Of-Way Services	SUB # 1 TASK TOTAL	\$315	\$225	\$220	\$190	\$115	\$245	\$105	
SUB # 3 -	SUB # 1 TASK TOTAL								
SUB # 4 -	SUB # 1 TASK TOTAL								
	\$								
	HRS								
TASK 5 Regulatory Review (95%)									
5.1 Update Project Design Drawings	\$0	-							
5.2 Update Project Specifications	\$0	-							
Task Hours		-	0	0	0	0	0	0	0
Task Fee	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6 Bid Documents (100%)									
6.0 Bid Documents	\$0	-							
Task Hours		-	0	0	0	0	0	0	0
Task Fee	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL									
Hours		-	0	0	0	0	0	0	0
Fee	\$9,950		\$0	\$0	\$0	\$0	\$0	\$0	\$9,950

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16p.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: David Goedecken PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 260108 ST(06) M146(274A) McCann Park Storm Sewer project

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig will provide 30% Preliminary engineering services for the design of the existing storm sewer that extends westerly through McCann Park and Country Estates Apt. complex to Betz Road Ditch. The storm sewer, through the years, is in need of full replacement and rehabilitation. The design phase services will include: 3-alternates, utility coordination, topographic survey, and wetland delineation services.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Felsburg Holt & Ullevig INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Preliminary storm sewer design to include: 3-alternates, utility coordination, topographic survey, and wetland delineation services.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 260108 ST(06) M146(274A) McCann Park Storm Sewer rehabilitation project

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

CIP PROJECT NAME: NE corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lib Ave CIP PROJECT NUMBER: ST26(06)

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

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

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of \$82,135.

ATTACHMENTS:

1. <input type="checkbox"/> Agreement	2. <input type="checkbox"/>	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Jason Robert
Christina



January 9, 2026

Mr. John Krager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Reference: Proposal for Preliminary Design Services
for Bellevue McCann Park Storm Sewer Project

Dear John:

Thank you for the opportunity to submit this proposal to provide design services for the Bellevue McCann Park Storm Sewer project. Our understanding of the project is based on previous evaluations completed for the City, our field visit on November 7, 2025, subsequent discussions with you, and a review of the existing storm sewer alignment and structures within and adjacent to McCann Park.

The previous evaluation included CCTV inspection, condition assessment, development of conceptual rehabilitation and replacement alternatives, preliminary hydrologic and hydraulic (H&H) analysis of the existing system and proposed alternatives, and preparation of opinion of probable construction costs for those alternatives. Based on their findings and our subsequent review, the City has requested FHU to advance the project by focusing on the existing 48-inch by 78-inch elliptical reinforced concrete storm sewer segment identified in **Attachment A**, along with the associated inlet structure that collects flow from the drainage channel and the storm sewer manholes within the project area.

The proposed project will include further development and comparison of several alternatives as part of the preliminary design process. Design services will include project management, data collection, H&H review and refinement as needed to support design decisions, development of preliminary design plans, and costs estimates. Final design services, if desired, would be completed under a separate contract once the City has selected the preferred improvements.

Scope of Work

Task 1) Project Management and Meetings

Task 1.1 Project Management

The ENGINEER shall monitor progress and schedule and facilitate coordination of the project design elements; prepare monthly invoicing with estimated percentage of work complete by contract task; prepare monthly progress reports; scope, schedule, and budget tracking; provide staffing management and contract administration; maintain communication with the City of Bellevue (CITY); maintain Quality Control; provide monthly project schedule updates and any explanations if not on schedule or budget.

Task 1.2 Meetings

Project Kickoff Meeting

ENGINEER will conduct the initial project kickoff meeting with the CITY. The purpose of the meeting will be to review the project approach, project goals/objectives and conceptual design; establish project communication procedures; and establish the project schedule. ENGINEER will prepare minutes for the meeting and distribute.

Progress Meetings

ENGINEER will conduct progress meetings once every other month (on average) with the CITY for the duration of the PROJECT to provide updates on project progress, budget and schedule status, current project issues, and public involvement activities. Anticipated future activities and CITY needs will be discussed. ENGINEER will be responsible for arranging the meeting, preparing an agenda, conducting the meeting, and taking and distributing meeting notes. Three (3) virtual progress meetings are assumed based on the preliminary schedule.

Coordination with City Departments and Adjacent Stakeholders

As part of regular project coordination, the ENGINEER will meet or communicate with representatives from the City of Bellevue Public Works Department and the Parks Department, as well as adjacent apartment property owner or other stakeholders identified (up to two meetings), to confirm access considerations, site constraints, and project-related information relevant to design.

Task 2) Data Collection

This task will include collecting supplemental survey information; reviewing and updating available H&H information; coordinating with utility providers, City departments, nearby stakeholders, and adjacent properties to support design. This information will be used as the basis for developing the recommended rehabilitation or replacement alternatives for the existing storm sewer system and associated structures.

Task 2.1 Miscellaneous Data Collection and Desktop Review

The ENGINEER will obtain and review available GIS information, CCTV, record drawings, and previous studies from the CITY.

Task 2.2 Field Assessment

The ENGINEER has allotted time for one (1) site visit to verify existing conditions, including the inlet that collects flow from the drainage channel, nearby manholes and the alignment of the existing 48-inch by 78-inch elliptical storm sewer. The visit will also be used to compare site conditions against updated topographic survey information and to support preliminary design. Additional visits may be conducted if needed.

Task 2.3 Utilities Coordination

The ENGINEER will coordinate with utility providers in the project area to notify them of the project and requests information on any utilities they may have in the area. The ENGINEER will be responsible for providing utilities with relevant project information to facilitate with any required design work for replacement or relocation of their existing infrastructure within the project area.

Task 2.4 Topographic Survey

FHU will have RW Engineering and Surveying (RW Engineering) perform a topographic survey for the project area as shown in **Attachment A** and noted herein. The survey will include the existing 48-inch by 78-inch elliptical storm sewer, the inlet that collects flow from the drainage channel, adjacent manholes, and relevant ground features. Survey limits will extend approximately 50 feet to each side of the various storm sewer alignments being assessed to capture existing grades, surface features, and potential design constraints. RW will order and review title reports for the parcels located within the project area and research Sarpy County Offices for recorded survey data. A sufficient number of property corners will be recovered to establish right-of-way and property lines within the project area. A right-of-way base map will be prepared showing right-of-

ways, property lines and graphically plottable recorded easements/encumbrances. The right-of-way base map will be incorporated into the topographic survey drawing.

Task 2.5 Wetland Delineation

FHU will delineate wetlands and waters of the US (WOUS) within the project study area. The delineation will be conducted according to the 1987 USACE Wetland Delineation Manual and shall include (a) ground level photographs, (b) documentation of wetlands on USACE Wetland Determination Data Sheets (using the Midwest Regional Supplement) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral) will be based on best professional judgement and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc.). FHU shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

Findings of the wetland field investigation will be documented in a Wetland Delineation Report. The report will include mapping of the wetland areas and calculation of the wetland acreage on the property. The draft report will be submitted to the CITY for review and comment. We have assumed that it will not be necessary to perform a functional assessment of the stream using USACE Nebraska Stream Condition Assessment Procedure (NeSCAP). This task does not include any Section 404 permitting services.

Task 3) Preliminary (30%) Design

Task 3.1 Preliminary Hydrologic and Hydraulic Review and Analysis

The ENGINEER will review the H&H information developed in the previous conceptual plan report and refine it as needed to support evaluation of rehabilitation and replacement alternatives for the existing storm sewer system. This review may include verification of drainage areas, peak flow rates, and capacity checks based on updated survey information and existing field conditions. The ENGINEER will also complete preliminary hydraulic evaluations to assess baseline system performance, including system capacity, head conditions, inlet behavior, and downstream constraints. The refined H&H information will be used to inform preliminary design and support the development of conceptual alternatives under subsequent tasks.

Task 3.2 Preliminary Storm Sewer Design

The ENGINEER will use the data collected and the refined H&H information to evaluate rehabilitation and replacement options for the existing 48-inch by 78-inch elliptical storm sewer. Based on our discussions, the alternatives to be evaluated include:

1. Full removal and replacement of the existing storm sewer from the inlet structure (UNK) to the outfall at the Betz Road Ditch near Harvell Drive and Jewell Road.
2. Removal and replacement with partial rehabilitation, consisting of removal and replacement from the inlet structure (UNK) to area inlet M15-IN-215, followed by rehabilitation using a geopolymer coating from M15-IN-215 to the outlet at the Betz Road Ditch. Consideration will be given to rehabilitating a shorter section if possible.

3. Full removal and replacement of the existing storm sewer from the inlet structure (UNK) to the area inlet M15-IN-215, and then reroute the storm sewer along a new alignment. From M15-IN-215, the pipe would extend west beneath Ginny Avenue to the western edge of the parking lot. From that point, the alignment would turn south and continue toward the Betz Road Ditch outlet.

Preliminary design will include review of alignment constraints, inlet and manhole configurations, pipe sizing, structural considerations, and constructability. Layouts and profiles will be prepared to illustrate preliminary design concepts and support coordination with the CITY as part of Task 3.3.

Task 3.3 Preliminary Plans

The ENGINEER will prepare preliminary (30%) design plans to illustrate the rehabilitation and replacement alternatives for the existing storm sewer system. The plans will include the evaluation of full and partial sewer removal and replacement alternatives, with consideration for pipe configuration options that include round and horizontal elliptical shapes and pavement removals and replacement. Preliminary alignments and profiles will be developed based on survey information, inlet and manhole conditions, potential utility conflicts, and general constructability considerations.

The following plan sheets will be developed for each of the three (3) alternatives as part of the Preliminary (30%) Design submittal:

- Vicinity Map
- Removals Plan
- Preliminary Storm Sewer Plan and Profile Sheets
- Preliminary Detail Sheet for intake structure UNK and outfall measures at Betz Road Ditch

Right-of-way (ROW) requirements will be discussed with the CITY and project partners as design progresses, particularly where the existing storm sewer crosses from McCann Park into adjacent private property and extends toward the downstream open ditch. ROW needs will vary based on the selected alternative and may include temporary construction easements and permanent storm sewer easements to allow access, construction activities, and long-term maintenance of the proposed improvements. Anticipated ROW boundaries for each alternative will be shown in the preliminary plans.

Task 3.4 Opinion of Probable Cost

The ENGINEER will prepare an opinion of probable costs (OPC) based on (30%) preliminary plans and level of design for each of the three project alternatives.

Task 3.5 Technical Evaluation and Report

The ENGINEER will complete a comparative technical evaluation of the three (3) alternatives described under Task 3.2. This evaluation will incorporate preliminary hydraulic performance, constructability considerations, alignment feasibility, anticipated maintenance needs, relative cost effectiveness, and potential risks or challenges associated with each alternative. Cost effectiveness will be evaluated on a relative basis using available information, anticipated material and construction requirements, and differences in construction complexity and access constraints.

The evaluation will also address qualitative factors, including benefits and drawbacks of each alternative, impacts to adjacent properties, anticipated permitting considerations, and long-term system performance. Findings will be compiled into a Technical Evaluation Report that will summarize the assessment, supporting

rationale, and recommendations for advancing the preferred alternative. Assumptions, H&H calculations, and supporting analyses will be included as appendices to the report.

Task 3.6 Review Meeting and Plan-In-Hand Walk Through

ENGINEER shall prepare for, attend, and take minutes for a 30% design review meeting with the CITY. At the conclusion of the meeting, an onsite Plan-In-Hand meeting will be conducted. The ENGINEER will take and distribute meeting notes.

Assumptions

The following assumptions have been made in the development of this scope.

1. The CITY will provide relevant and available GIS data and record drawings in the study area along with any other pertinent and available background information.
2. It will not be necessary to rehabilitate or reconstruct sanitary sewer in the study area unless unexpected conflicts are identified during design.
3. The CITY will provide a title search for properties in the study area, including park property and adjacent residential parcels crossed by the existing storm sewer.
4. Access to the park and adjacent apartment property will be coordinated by the CITY, including any notifications required to property owners or managers.
5. A Surface Utility Investigation (SUI) / Subsurface Utility Engineering (SUE) effort is not included in the scope at this time but would likely be needed early in final design.

Project Schedule

A general schedule has been provided for the project as follows:

<i>Notice to Proceed</i>	January 2026
<i>Complete Field Data Collection and Desktop Review *</i>	May 2026
<i>Complete Preliminary (30%) Plans</i>	June 2026
<i>PIH Walk Thru</i>	July 2026
<i>Finalize Report</i>	August 2026

* Field Data Collection for the wetland delineation cannot not be performed until May 1st or later.

Fee Estimate

We propose to bill for our services based on hourly charge rates plus reimbursable expenses incurred not to exceed the total fee provided in the following table:

Task 1) Project Management and Meetings	\$ 8,635.00
Task 2) Data Collection	\$ 33,710.00
<u>Task 3) Preliminary (30%) Design</u>	<u>\$ 39,790.00</u>
Total Fees	\$ 82,135.00

Details of the fee estimate are provided in **Attachment B**. Direct expenses incurred on this project will be charged at cost. These may include items such as reproduction charges, postage, telephone, etc. Vehicle usage will be charged at the current Federal rate at the time of the usage. Additional services outside the Scope of Work would be performed on a time and materials basis. Additional services would not be performed without written authorization from the client.

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions (**Attachment C**), are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG



David G. Lampe, PE
Principal and Sr Water Resources Engineer

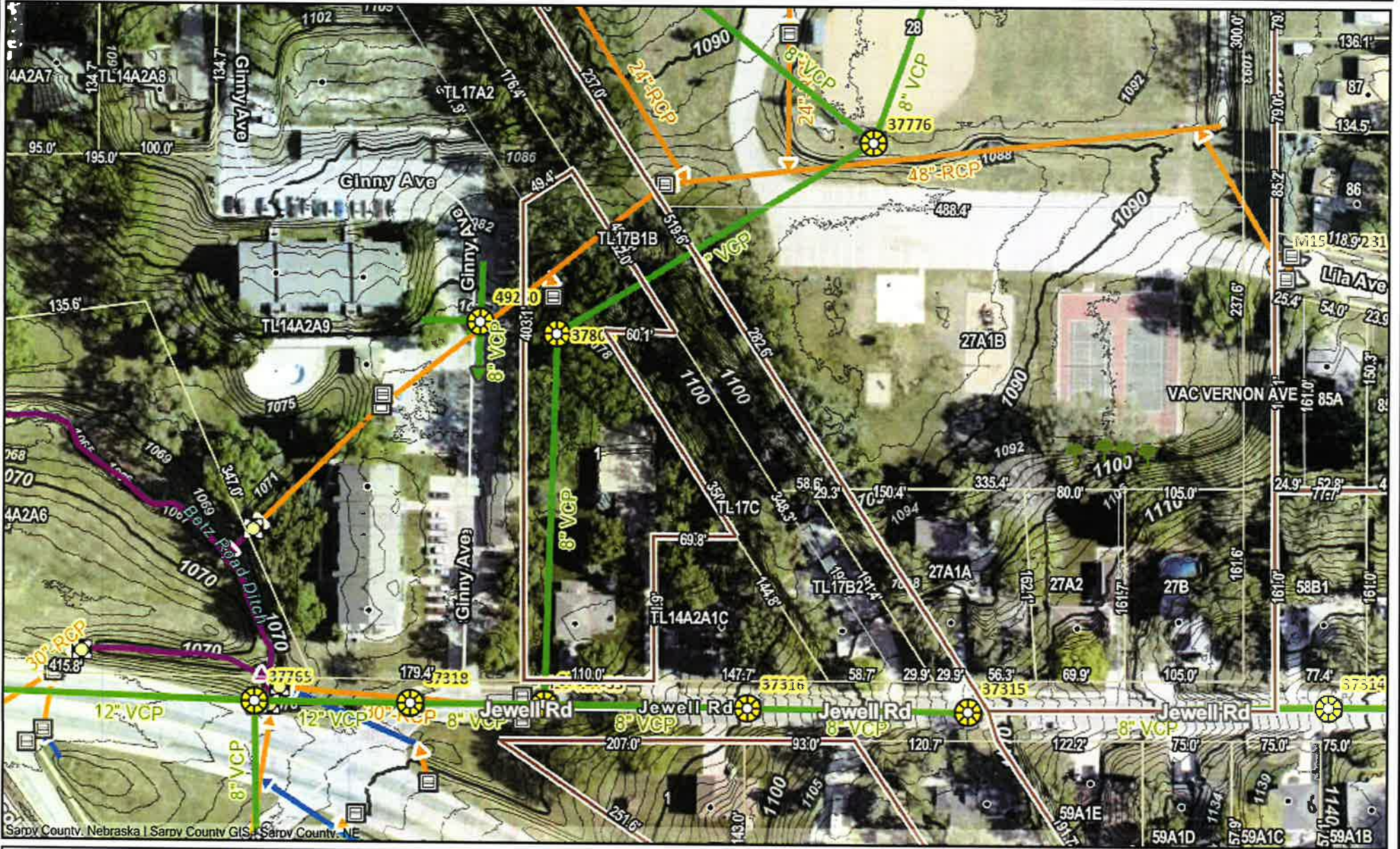
Accepted By

Title

Date

Attachments A-C

Bellevue McCaan Park Storm Sewer



0 150 300 ft

Map Scale 1: 1800

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



Notes Aerial (Cadastral)



Attachment B

CITY OF BELLEVUE																							
Bellevue McCann Park Storm Sewer Improvements																RW Engineering and Surveying							
PRIME - Felsburg Holt and Ulllevig				Felsburg Holt and Ulllevig																			
SUB # 1 - RW Engineering and Surveying																							
SUB # 2 -	TASK TOTAL	TASK TOTAL	PRIME TASK TOTAL	PRIME TASK TOTAL	Principal II	PM/Engineer IV	Engineer II	Enviro Scientist IV	Enviro Scientist III	Enviro Scientist II	Admin	Direct Expenses	SUB # 1 TASK TOTAL	SUB # 1 TASK TOTAL	Project Principal	Project Mgr/PLS	2-man Surv. Crew	PLS/Scan Coordinator	CAD Tech	UAS/LIDAR 2 man Crew	Admin	Direct Expenses	
SUB # 3 -	\$	HRS	\$	HRS	\$325	\$210	\$140	\$205	\$180	\$140	\$110		\$	HRS	\$315	\$235	\$240	\$190	\$125	\$265	\$105		
SUB # 4 -																							
TASK 1 Project Management and Meetings																							
1.1	Project Management (8 months)	\$2,885	17	\$2,885	17	1	8					8	\$0	-									
1.2	Meetings																						
1.2a	Kickoff Meeting w City	\$1,280	5	\$1,280	5	2	3						\$0	-									
1.2b	Progress Meetings w City (3)	\$2,235	9	\$2,235	9	3	6						\$0	-									
1.2c	Coordination with City Departments and Adjacent Stakeholders (2)	\$2,235	9	\$2,235	9	3	6						\$0	-									
	Task Hours		40		40	9	23	0	0	0	0	8			0	0	0	0	0	0	0	0	
	Task Fee	\$8,635		\$8,635		\$2,925	\$4,830	\$0	\$0	\$0	\$0	\$880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK 2 Data Collection																							
2.1	Miscellaneous Data Collection and Desktop Review	\$1,540	10	\$1,540	10		2	8					\$0	-									
2.2	Field Assessment	\$1,920	8	\$1,920	8	2	4	2				150	\$0	-									
2.3	Utilities Coordination	\$1,050	7	\$1,050	7		1	6					\$0	-									
2.4	Topographic Survey	\$19,450	97	\$210	1								\$19,240	96			24	40		32			
2.5	Wetland Delineation	\$9,750	51	\$9,750	51		1	4	22	24		150	\$0	-									
	Task Hours		173		77	2	9	20	22	24	0	0			0	24	40	0	32	0	0	0	
	Task Fee	\$33,710		\$14,470		\$650	\$1,890	\$2,800	\$4,510	\$4,320	\$0	\$200	\$19,240	96	\$0	\$5,640	\$9,600	\$0	\$4,000	\$0	\$0	\$0	
TASK 3 Preliminary Design (30%)																							
3.1	Preliminary Hydrologic and Hydraulic Review and Analysis	\$7,605	41	\$7,605	41	1	24	16					\$0	-									
3.2	Preliminary Storm Sewer Design	\$6,205	33	\$6,205	33	1	20	12					\$0	-									
3.3	Preliminary Plans (x3)												\$0	-									
3.3a	Vicinity Map	\$770	5	\$770	5		1	4					\$0	-									
3.3b	Removals Plan	\$1,890	13	\$1,890	13		1	12					\$0	-									
3.3c	Preliminary Storm Sewer Plan and Profile Sheets	\$6,765	41	\$6,765	41	1	12	28					\$0	-									
3.3d	Preliminary Detail Sheet	\$6,250	34	\$6,250	34	2	16	16					\$0	-									
3.4	Opinion of Probable Cost	\$2,285	13	\$2,285	13	1	4	8					\$0	-									
3.5	Technical Evaluation and Report	\$6,205	33	\$6,205	33	1	20	12					\$0	-									
3.6	Review Meeting and Plan-in-Hand Walk Through	\$1,815	7	\$1,815	7	3	4						\$0	-									
	Task Hours		220		220	10	102	108	0	0	0	0			0	0	0	0	0	0	0	0	
	Task Fee	\$39,790		\$39,790		\$3,250	\$21,420	\$15,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL																							
Hours		433		337		21	134	128	22	24	0	8		96	0	24	40	0	32	0	0	0	
Fee	\$82,135		\$62,895		\$0,825	\$28,140	\$17,920	\$4,510	\$4,320	\$0	\$880	\$500	\$19,240	96	\$0	\$5,640	\$9,600	\$0	\$4,000	\$0	\$0	\$0	

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2026		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:

CIP26 WW26(2) - Three-Year refundable Agreement for OPPD to provide and install single phase pad mount transformer for the 1601 Bluff St Pump Station.

SYNOPSIS/BACKGROUND:

On December 17, 2024 the City authorized Judds Brothers to construct and install a replacement lift station and force main for the 1601 Bluff St Lift Station. The replacement lift station will require an upgraded single phase power supply. OPPD has agreed to install the required power supply. OPPD will need to collect the total project cost in advance of \$55,000.00 on a three-year agreement. The agreement is as follows: If at any time during the three-year period the total revenue from the project equals or exceeds \$55,000.00, the amount plus interest will be refunded.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="OPPD"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text" value="3- YEAR REFUNDABLE AGREEMENT FOR POWER INSTALLED AT 1601 BLUFF ST."/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text" value="3-YEAR"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="CIP 26 -WW26(2) BLUFF ST LIFT STATION REPLACEMENT"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text" value="CIP 26 - WW 26(2)"/>	CIP PROJECT NAME: <input type="text" value="BLUFF ST LIFT STATION REPLACEMENT"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text" value="7000"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Three- Year Reimbursable Agreement with OPPD in the amount of \$55,000.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
Sean O'Connell
David Goedeken

01/06/2026

**City of Bellevue
1500 Wall Street
Bellevue, Ne 68005**

SUBJECT: Provide: Install single phase pad mount transformer
Location: 1601 Bluff St Pump Station
Service Request #70209 Work Order #

Omaha Public Power District has arrived at a cost to provide the install of a single phase padmount transformer for 1601 Bluffs St Pump Station in Bellevue, Nebraska.

OPPD will need to collect the total project cost in advance of **\$55,000.00** on a three-year agreement. The agreement is as follows: If at any time during the three-year period the total revenue from the project equals or exceeds **\$55,000.00**, the amount plus interest* will be refunded.

This electrical service must remain in use during this three-year period, with the same account identity, in order to qualify for a refund.

Upon receipt of payment as outlined above we will proceed with scheduling the project.

If you have any further questions, please feel free to contact me at (531) 226-3396.

_____ Date _____

_____ Date _____

David Ortiz

Name _____

**Senior Account Manager
Omaha Public Power District
1919 Aksarben Drive
Omaha, Ne 68106**

Title _____



Omaha Public Power District

Service and Metering Specifications

Instructions to the Customer

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name	City of Bellevue
Address	1601 Bluff St, Bellevue
Customer Representative	David Ortiz
Telephone Number	531-226-3396
Service Request Number	70209
Design Number	1823

Service Information

Load Group A: Install single phase padmount transformer

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	120/240	3	3	IT82255354	50	kVA
B	120/240	3	4		150	kVA

Metering Equipment Install

Load Group	Quantity	Description	CT or PT
B	1	M520D – 3Ø 4W SKT MTR	

Remove and Return

Load Group	Quantity	Description	CT or PT
A	1	M320D – 3Ø 3W SKT MTR	

Underground Service

Metering Specification Manual Page 4.02.12

Service will be available at an OPPD furnished and installed secondary pedestal at the base of the existing secondary pole (IPID 1812533). The customer is to provide service conductors from the service area to the pedestal and extend the conductors into the pedestal 3 feet above grade. Conduit, if used, is to be terminated inside the pedestal 8

inches above grade (coordinate pedestal access with OPPD). Metallic conduit, if used, is to have insulating bushings.

Service conductors must comply with NEC article 230-31. OPPD will connect the service conductors to the secondary pedestal. Coordinate pedestal access with David Ortiz.

Meter sockets, modular meter centers, meter enclosures or cabinets shall be installed by the customer outdoors on a substantial building or structure where they will be accessible to OPPD at all times. **All meter sockets shall be of the ringless type and follow the guidelines of min/max mounting height as outlined in the Meter Specification Manual.** Go to <http://www.oppd.com/business/contractors-reference-library/meter-socket-suppliers-approved-meter-sockets/> for a list of OPPD approved meter sockets. **All customer-provided commercial meter sockets shall include a lever by-pass, with the exceptions of temporary services, residential garages residential communication pedestals, sign lighting, apartment house meters, and farm services.** Go to <http://www.oppd.com/media/245757/meter-load-center-checklist.pdf> for the modular meter center installation checklist.

The fault current with a 150 kVA transformer bank is approximately 27,800 amps.

A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Sam Hueser – Distribution Engineer

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16r.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		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:

Master Agreement Work Order #4 for Professional Services for the City of Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

This item pertains to the construction and installation of necessary utilities and street infrastructure for the entertainment district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Master Agreement Work Order #3 between the City of Bellevue and Olsson for the City of Bellevue Entertainment not to exceed the amount of \$383,400.00 which is a total of \$1,074,490.00 (Work Order #1, #2, #3, and #4)

ATTACHMENTS:

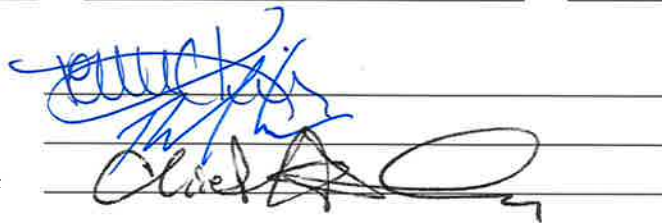
1. <input type="text" value="Work Order #4"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





MASTER AGREEMENT WORK ORDER #4

This exhibit dated January 6, 2026 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 15, 2024 between the City of Bellevue ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Name: City of Bellevue Entertainment District

Project Location: NW Corner of Hwy 75 and Hidden Valley Road

SCOPE OF SERVICES

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

PROJECT MANAGEMENT & COORDINATION

Third Party Coordination & Meetings

Fee increase to account for ongoing coordination with third parties related to the project.

MASTER ENGINEERING STUDY

Revised Conceptual Infrastructure Plan

Work is complete for the project and the remaining fees shall be deducted from the contract.

Revised Conceptual Grading Plan

Work is complete for the project and the remaining fees shall be deducted from the contract.

Stormwater Management Analysis, Design and Drainage Report

Work is complete for the project and the remaining fees shall be deducted from the contract.

PHASE 1 DUE DILIGENCE

Traffic Impact Study

Fee increase to account for additional scope requested to complete the Traffic Study, including:

- After the initial trip generation analysis showed that the development density resulted in unacceptable operations, a second development site plan was provided. This resulted in rework of the trip generation and roadway analysis (signal warrants, turn lane evaluation, number of site phases, etc.).
- Roundabout operations analysis, which required multiple iterations due to the changes in site plan / trip generations.
- Addition of interim phase evaluation between opening day and full build, requiring additional Synchro model analysis, Sidra roundabout analysis, and additional evaluations to determine roadway recommendations.

PHASE 1 ENTITLEMENTS

Final Plat & Rezoning

Fee increase to account for revision of final plat and related documents. Plat is being revised to account for the expansion of 10th Street to four lanes and to increase the size of Lot 2 for the hotel layout.

Post Construction Stormwater Management Plan (PCSMP)

Work is no longer required for the project and the fees shall be deducted from the contract.

NNG Gas Main Relocation & Easement

Fee increase to account for ongoing coordination with Northern Natural Gas related to the relocation of the gas transmission main.

PHASE 1 DESIGN

Subdivision Infrastructure Design

Fee increase to account for increase in limits of Phase 1 Infrastructure, requiring additional design and plan sheet production. Additional work includes

- Widening of 10th Street from 2-lanes to 4-lanes between 60% and 90% design.
- Addition of second westbound right-turn lane into the development.
- Addition of northbound left-turn onto Hidden Valley Drive.
 - Additional topographic survey is included in this scope.
- Realignment of sanitary sewer due to the increased size of Lot 2.

10th Street & Hidden Valley Traffic Signal Design

Olsson shall provide services for the design of traffic signalization at the Hidden Vally Drive and 10th Street intersection. Work shall include:

Project Management

- Project Management - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements.

- Progress and Project Review Meetings - Olsson will schedule and attend one (1) progress meeting for the signal design. It is anticipated this meeting will occur following the 90% submittal. Additionally, it is assumed that there will be one (1) additional meeting that will be needed throughout the process for agency coordination to discuss and coordinate the proposed improvements.

Preliminary Traffic Signal Design

Olsson will provide preliminary design services including the preparation of Preliminary Plans depicting the proposed improvements. Olsson will conduct one (1) site visit specifically to support traffic signal design as part of the preliminary design task to verify site features. Design will follow Nebraska Department of Transportation (NDOT) Standard Specifications and Standard Plans. The work tasks to be performed as part of this Task are described below.

- Temporary Traffic Control
 - Temporary traffic control is anticipated to follow NDOT Standard Specifications and Standard Plans. A project specific temporary traffic control plan/ temporary traffic signal system design is not anticipated and is not included within this Scope of Services.
- Traffic Signal
 - Design will involve a traffic signal system at the intersection. Design will include new traffic signal poles, handholes, signals heads, advanced warning assemblies, LED blank-out signs, detection, conduit, wiring, and power source. The traffic signal system design will be based on the following assumptions:
 - New traffic signal cabinet / controller (quadrant to be determined as part of design process).
 - Power service connection to be confirmed and coordinated with OPPD (quadrant to be determined as part of design process).
 - Traffic signal poles are anticipated to be combination traffic signal, mast arm, and lighting poles. Pole style and finish anticipated to be galvanized steel poles – not painted.
 - Advanced warning assemblies are anticipated to be included in the design for the eastbound and westbound approaches.
 - An LED blank out sign is anticipated to be included in the design for the northbound right-turn movement.
 - Photometric analysis of the intersection is anticipated.
 - Olsson will prepare a photometric analysis of the study intersection. The analysis will determine the number of fixtures required, mounting height, and lumen output required to provide the recommended lighting and uniformity levels. The analysis will identify the average-maintained foot candles and the uniformity ratio (average/minimum method) provided by all the lighting sources at this location. Recommended lighting levels will be based on the ANSI/IES roadway lighting guidelines as contained in Report RP-8-22. Photometrics will be analyzed using AGI32 or Visual Lighting, with outputs for illuminance at the intersection. Results and recommendations will be discussed with the Client.
 - Based on the lighting analysis, Olsson will prepare electrical plans for the installation of the identified lighting at the intersection. The

lighting electrical plans will show the placement of the luminaires along with the electrical service, pull boxes, conduits, and conductors necessary to energize the system.

- New stock equipment will be used for proposed equipment.
 - The use of radar vehicle detection is anticipated.
 - The installation of Opticom emergency vehicle preemption (EVP) equipment is not anticipated.
 - Existing street lighting poles may be removed based on placement of combination traffic signal, mast arm, and lighting poles. Olsson will coordinate with OPPD regarding removal of any street lighting poles. No utility relocation coordination or plan production (other than traffic signal power service and street lighting pole removal) is included within the traffic signal design Scope of Services.
 - The signal design will also include supplemental static traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs and turn arrow plaques.
- Preliminary Plans (90%)
 - Olsson will prepare traffic signal plans for the intersection. The preliminary permanent traffic signal plans are anticipated to include the following sheets:
 - Traffic Signal Plan Sheet (1 sheet)
 - Conduit and Wiring Layout Sheet (1 sheet)
 - Radar Signal Detection Zones Sheet (1 sheet)
 - The traffic signal layouts will include location of proposed traffic signal poles, vehicle signal heads, LED blank out signs, static signs, detection, controller cabinet, power source, conduit, and pull boxes. Olsson will coordinate with OPPD on power source to the traffic signal system and existing streetlight poles.
 - Special Provisions
 - Olsson will prepare and submit Special Provisions with the Preliminary Plans. The special provisions will include items for the project not covered in or different from the NDOT Standard Specifications. The special provisions will be submitted in PDF format.
 - Bid Items and OPCC
 - Olsson will determine preliminary quantities and bid items and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities using NDOT standard bid items and available recent unit prices.
 - Design Quality Control Reviews
 - Perform technical reviews in accordance with Olsson's Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design, constructability of the project, and completeness of plans.

Final Traffic Signal Design

Upon receipt of the Client and NDOT's comments on the Preliminary Plans, Olsson will proceed with Final Design. This task includes the preparation of final plans for the intersection and includes time for Olsson to coordinate comment resolution with the Client and NDOT based on one (1)

round of review comments received following submittal the Preliminary Plans (90%). Olsson will refine the design plans developed during the Preliminary Traffic Signal Design phase.

- Final Plans (100%)
 - Olsson will prepare Final Plans (100%). The Final Plans are anticipated to include the following sheets:
 - Traffic Signal Plan Sheet (1 sheet)
 - Conduit and Wiring Layout Sheet (1 sheet)
 - Radar Signal Detection Zones Sheet (1 sheet)
 - Special Provisions
 - Olsson will revise and re-submit Special Provisions with the Final Plans based on Client and NDOT comments. The special provisions will be submitted in PDF format.
 - Bid Items and OPCC
 - Olsson will determine final bid items using NDOT standard bid item list, then prepare and verify quantity calculations for all bid items.
 - Olsson will then prepare the final OPCC for the project. The OPCC will be based on estimated quantities for construction bid items.
 - Intersection Traffic Signal Timing
 - Olsson will create a Synchro file for the intersection containing three timing plan scenarios (AM/ PM/ OFFPEAK) and will incorporate any recent turn movement count data collected by NDOT. This excludes coordinated timing plans along the US 34 corridor. Vehicle clearance intervals will be determined based on industry standard methodology.
 - Plans will be specific to cycle length, movement splits, and phasing by time of day. Plans will seek to maximize green time allotted to heavy volume movements while minimizing delay and queueing throughout the intersection.
 - Olsson will deliver an electronic file to the Client and NDOT as part of the traffic signal turn-on process. It is assumed that the selected Contractor is responsible for the signal turn-on and any additional controller settings.
 - Design Quality Control Reviews
 - Quality Control Reviews will be performed prior to the Final Plans milestone submittal by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

Review of Contractor Submittals

Olsson will review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client and City of Omaha before issuing an approval to the Contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Exclusions

- Excludes design of a temporary/ interim traffic signal system.
- Excludes fiber optic traffic signal system interconnect design with future adjacent traffic signals along US 34.
- Excludes traffic signal system pedestrian accommodations (i.e. push buttons, pedestrian signal heads, etc.)
- Excludes geotechnical engineering services and traffic signal foundation design.
- Excludes bidding phase services.
- Excludes design for future pedestrian facilities at the intersection.
- Excludes utility relocation design.
- Excludes traffic signal grading sheets.

PHASE 1 CONSTRUCTION SERVICES

Mass Grading Construction Administration

Olsson shall perform Construction Administration services associated with Phase 1 of the Bellevue Entertainment District.

Specific services to be performed by Engineer are as follows:

- Pre-Construction Conference
 - At the date and time selected by the Client and at facilities provided by the Client, conduct a pre-construction conference. Olsson will prepare an agenda for the conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen conditions will be developed and discussed.
- Review Contractor's Submittals
 - Olsson will review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the Contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Project Modifications
 - Olsson will coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon. Olsson will review all modifications and all modification requests will be discussed with the Client before they are developed in final form.
- Document Interpretation and Clarification
 - Provide interpretation and clarification of contract documents for the owner and general contractor.

Mass Grading As-Built Survey

Olsson shall perform an as-built survey upon completion of grading activities to verify that the contractor has met the specified elevations.

Phase 1 Infrastructure Construction Administration/Observation

Olsson shall perform Construction Services associated with Phase 1 of the Bellevue Entertainment District. Our understanding of the project is based on the Engineer providing Construction Services consisting of Construction Administration and Observation, Construction Materials Testing, and Construction Staking.

In the performance of these services, the Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

It is anticipated that Phase 1 work will begin early 2026 with on site activities being suspended once winter weather is encountered. Work will then resume in the Spring of 2026 continuing through June of 2026. We have anticipated a total of 25 weeks for phase 1 services based on the preliminary schedule received from the Engineer and have included 2 weeks for pre and post construction services.

Specific services to be performed by Engineer are as follows:

Construction Administration

Engineer shall furnish one part-time Construction Administrator (CA) to assist the Project Manager. It is anticipated that the CA will engage with the project for a total of 15 hours per week.

- Pre-Construction Conference
 - At the date and time selected by the Client and at facilities provided by the Client, conduct a pre-construction conference. Olsson will prepare an agenda for the conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen conditions will be developed and discussed.
- Review Contractor's Submittals
 - Olsson will review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the Contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Pay Requests
 - Review and process the Contractor's payment requests, and forward to the Client for payment. Olsson's review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. Olsson is responsible for verifying stored materials and the quantities of work completed, which are the basis of the payment request.
- Project Modifications

- Olsson will coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon. Olsson will review all modifications and all modification requests will be discussed with the Client before they are developed in final form.
- Document Interpretation and Clarification
 - Provide interpretation and clarification of contract documents for the owner and general contractor.
- Substantial Completion
 - Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- Final Inspection
 - In the company of the Client and Contractor, Olsson will conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- Project Closeout
 - Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

Construction Observation

Engineer shall furnish one part time Resident Project Representative (RPR) to assist the Project Manager in observing performance of the work of Contractor. It is anticipated that the RPR will be on site 30 hours per week.

- Schedules
 - Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- Conferences and Meetings
 - Attend meeting with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison
 - Serve as Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Shop Drawings and Samples
 - Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor.
- Review of Work, Observations and Tests
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Client whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Client of Work that RPR believes

should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

- Interpretation of Contract Documents
 - Olsson will clarify and interpret the Contract Documents as requested.
- Modifications
 - Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications. Transmit to Contractor's decisions as issued by Olsson.
- Records
 - Maintain records, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Keep a daily log, recording Contractor activities on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the Client.
- Reports
 - Furnish Client periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Olsson will communicate in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtain backup material from Contractor and make recommendations for Change Orders, Work Directive Changes, and Field Orders. Report the occurrence of any project related incident or accident to Client.
- Payment Requests
 - Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.
- Certificates, Maintenance and Operation Manuals
 - During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Client prior to payment for the Work.
- CCTV, Mandrel, & Air Testing

- Maintain necessary documentation related to required CCTV activities. Gather CCTV footage, Mandrel test reports and air test results and review for the sewers located within the project boundaries in it's entirety. Should any of these tests fail, review of the additional reporting will be performed to obtain final acceptance by Owner.
- Completion
 - Before Engineer issues a Certificate of Substantial completion, submit to Contractor a list of observed items requiring completion or correction. Conduct final inspection in the company of Client and Contractor and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

Phase 1 Infrastructure Construction Materials Testing

Construction materials testing services have been requested for soils testing on structural fill and utility trench backfill placement, pavement subgrade soils testing, and concrete paving testing. We propose to provide our construction testing services in the following manner:

Earthwork Observation and Soil Testing

- Soils Testing for Structural Fill and Backfill
 - Olsson will observe the exposed subgrade within the construction limits of the pavement areas to verify that soils unsuitable for pavement support have been removed and to identify unstable areas that require additional excavation prior to placement of the concrete pavement sections. A proofroll will be performed when accessible.
 - Olsson will obtain samples of materials proposed for use as structural fill and backfill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to evaluate the physical properties of the proposed fill and backfill materials. Olsson will observe field placement methods and perform field density tests on structural fill placed within the footprint of the pavement areas, as well as backfill along segments of utility trenches and foundation base course material. We have assumed a maximum of 2 Standard Proctors, 2 Modified Proctors, and 2 Atterberg Limits tests will be required for testing of soil to be used as structural fill and backfill.

Concrete Inspections & Testing

- Cast-in-Place Concrete Testing – Olsson will observe placement of the concrete pavement sections. Field tests including slump, air entrainment and temperature will be performed on samples of concrete obtained from these areas. Cylinders will be cast from the concrete used in construction of the structure for compressive strength testing at a rate of one set of 5 cylinders for every 150 yards of concrete placed per day. The following have been assumed:
 - Concrete Pavement – 32 sets of 5 cylinders per set, cast over 16 placement events
- Pavement Coring – Olsson will utilize coring equipment to retrieve concrete specimens of recently placed pavement. The specimens will be delivered to the lab for thickness measurements.

Phase 1 Infrastructure Construction Staking

Olsson shall provide construction staking for the following:

- Storm Sewer
 - Stake the storm lines on an offset at a minimum of 50 feet with grades to the rim and invert elevations.
- Control / Grading
 - Stake 6 Site grading perimeter control for grading contractors. Stake grade checks as requested by the client.
- Sanitary Sewer
 - Stake the sanitary lines on an offset at a minimum of 50 feet with grades to the rim and invert elevations.
- Paving
 - Stake edge of parking, island, handicapped ramps, and sidewalks on an offset at 50-foot intervals on tangent lines, curves will be staked at 25-foot intervals with a minimum of 3 points per curve with radius point.
- Removals
 - Stake edge of removal limits as requested by the client.
- Signs / Pavement markings
 - Stake CL sign locations and any other paving markings as requested by the client.

Exclusions

- Re-staking.
- Any layout not specifically stated hereon.
- Any boundary, ALTA, topography, easement, or as-built surveying
- Checks for ADA Compliance

COMPENSATION

Phase	Task Description	Work Order #1	Work Order #2	Work Order #3	Work Order #4	Total Contract Amount	Fee Type
PROJECT MANAGEMENT & COORDINATION							
101	Project Management	\$ 30,000.00	\$ 22,500.00	\$ -	\$ -	\$ 52,500.00	TM ⁽²⁾
102	Third Party Coordination & Meetings	\$ 25,000.00	\$ -	\$ -	\$ 10,000.00	\$ 35,000.00	TM ⁽²⁾
	Sub-Total ⁽¹⁾	\$ 55,000.00	\$ 22,500.00	\$ -	\$ 10,000.00	\$ 87,500.00	
MASTER ENGINEERING STUDY							
201	Conceptual Infrastructure Plan	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	LS
202	Conceptual Grading Plan	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	LS
203	Revised Conceptual Infrastructure Plan	\$ 13,500.00	\$ -	\$ -	\$ (2,700.00)	\$ 10,800.00	LS
204	Revised Conceptual Grading Plan	\$ 9,500.00	\$ -	\$ -	\$ (7,600.00)	\$ 1,900.00	LS
205	Infrastructure & Grading Cost Estimate	\$ 4,000.00	\$ -	\$ (4,000.00)	\$ -	\$ -	LS
206	Stormwater Management Analysis, Design and Drainage Report	\$ 45,000.00	\$ -	\$ -	\$ (36,000.00)	\$ 9,000.00	LS
207	Desktop Environmental Review	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	LS
208	Desktop Geotechnical Review	\$ 4,500.00	\$ -	\$ (4,500.00)	\$ -	\$ -	LS
	Sub-Total ⁽¹⁾	\$ 97,500.00	\$ -	\$ (8,500.00)	\$ (46,300.00)	\$ 42,700.00	
MASTER PLANNING							
301	Project Kickoff / Research	\$ 13,750.00	\$ -	\$ -	\$ -	\$ 13,750.00	LS
302	Conceptual Site Plan / Design Charrette	\$ 26,250.00	\$ -	\$ -	\$ -	\$ 26,250.00	LS
303	Site Plan	\$ 16,250.00	\$ -	\$ -	\$ -	\$ 16,250.00	LS
304	Marketing Materials	\$ -	\$ -	\$ 9,500.00	\$ -	\$ 9,500.00	LS
	Sub-Total ⁽¹⁾	\$ 56,250.00	\$ -	\$ 9,500.00	\$ -	\$ 65,750.00	
PHASE 1 DUE DILIGENCE							
401	Topographic Survey	\$ 30,300.00	\$ -	\$ -	\$ -	\$ 30,300.00	LS
402	ALTA/ACSM Survey	\$ 18,600.00	\$ -	\$ (4,500.00)	\$ -	\$ 14,100.00	LS
403	Phase 1 Environmental Site Assessment	\$ 4,700.00	\$ -	\$ -	\$ -	\$ 4,700.00	LS
404	Wetland Delineation	\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00	LS
405	Traffic Impact Study	\$ -	\$ 49,640.00	\$ -	\$ 19,750.00	\$ 69,390.00	LS
406	Geotech Report	\$ -	\$ 9,850.00	\$ 3,150.00	\$ -	\$ 13,000.00	LS
	Sub-Total ⁽¹⁾	\$ 60,800.00	\$ 59,490.00	\$ (1,350.00)	\$ 19,750.00	\$ 138,690.00	
PHASE 1 ENTITLEMENTS							
501	Preliminary Plat	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	LS
502	Final Plat & Rezoning	\$ 11,500.00	\$ -	\$ -	\$ 6,500.00	\$ 18,000.00	LS
503	Mixed Use Development Agreement	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00	LS
504	Right-of-Way Dedication/Vacation	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	TM ⁽²⁾
505	Post Construction Stormwater Management Plan (PCSMP)	\$ 7,500.00	\$ -	\$ -	\$ (7,500.00)	\$ -	LS
506	NDOT ROW Grading Permit	\$ -	\$ 11,250.00	\$ -	\$ -	\$ 11,250.00	LS
507	On-Site Construction Permitting	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	LS
508	NDOT ROW Acquisition	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	TM ⁽²⁾
509	NNG Gas Main Relocation & Easement	\$ -	\$ -	\$ 7,500.00	\$ 4,000.00	\$ 11,500.00	TM ⁽²⁾
	Sub-Total ⁽¹⁾	\$ 62,000.00	\$ 16,250.00	\$ 15,000.00	\$ 3,000.00	\$ 96,250.00	
PHASE 1 DESIGN							
601	Hotel Site Conceptual Design	\$ -	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	TM ⁽²⁾
602	Mass Grading & Surcharge Design	\$ -	\$ 19,250.00	\$ 3,500.00	\$ -	\$ 22,750.00	LS
603	SWPPP Package	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	LS
604	Subdivision Infrastructure Design	\$ -	\$ 116,500.00	\$ 46,600.00	\$ 29,850.00	\$ 192,950.00	LS
605	Hidden Valley Drive Deceleration Lane Design	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	LS
607	101st Street and Hidden Valley Traffic Signal Design	\$ -	\$ -	\$ -	\$ 41,650.00	\$ 41,650.00	LS
	Sub-Total ⁽¹⁾	\$ -	\$ 167,750.00	\$ 50,100.00	\$ 71,500.00	\$ 289,350.00	
PHASE 1 CONSTRUCTION SERVICES							
701	SWPPP Inspections	\$ -	\$ -	\$ 28,800.00	\$ -	\$ 28,800.00	Monthly ⁽³⁾
702	Mass Grading Construction Services	\$ -	\$ -	\$ -	\$ 5,800.00	\$ 5,800.00	TM ⁽²⁾
703	Mass Grading As-Built Survey	\$ -	\$ -	\$ -	\$ 4,900.00	\$ 4,900.00	LS
704	Phase 1 Infrastructure Construction Administration/Observation	\$ -	\$ -	\$ -	\$ 214,750.00	\$ 214,750.00	TM ⁽²⁾
705	Phase 1 Infrastructure Construction Materials Testing	\$ -	\$ -	\$ -	\$ 53,100.00	\$ 53,100.00	TM ⁽²⁾
706	Phase 1 Infrastructure Construction Staking	\$ -	\$ -	\$ -	\$ 46,900.00	\$ 46,900.00	TM ⁽²⁾
	Sub-Total ⁽¹⁾	\$ -	\$ -	\$ 28,800.00	\$ 325,450.00	\$ 354,250.00	
TOTAL CONTRACT ⁽¹⁾		\$ 331,550.00	\$ 265,990.00	\$ 93,550.00	\$ 383,400.00	\$ 1,074,490.00	
<small>(1) All fees listed above do not include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information. (2) Anticipated total project fee for hourly phases of proposal. Final compensation may vary depending on amount of actual work requested for hourly tasks. (3) Anticipated total project fee for monthly phases of proposal, at a rate of \$1,200/month for 24 months.</small>							

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be: Dave Goedeken

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508.

OLSSON, INC.

By 
Brian Schuele, Project Manager

By 
Andrea Adams, Sr. Director of Operations

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF BELLEVUE

By _____
Signature

Print Name _____

Title _____

Dated: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: Legal Services Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Bellevue Entertainment District LOT 1.

SYNOPSIS/BACKGROUND:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD to lay, maintain, operate, repair, relay and remove pipelines for the transportation of water and also to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas all within portions of Bellevue Entertainment District LOT 1.

FISCAL IMPACT?: Yes. BUDGETED FUNDS?: Yes. GRANT/MATCHING FUNDS?: No.

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No. COUNTER-PARTY: N/A INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD for portions of LOT 1 in the Bellevue Entertainment District.

ATTACHMENTS:

1. <input type="text"/> Gas & Permanent Easement	2. <input type="text"/> Exhibit A	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Portillon
Susan Gault
Chris [Signature]

GAS AND WATER PERMANENT EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, between the CITY OF BELLEVUE, ("Grantor") and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, valve boxes, round iron covers, roadway boxes, and pipeline markers; and also to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, above-ground regulator pipes, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

TRACT 1

A PARCEL OF LAND BEING A PORTION OF LOT 1, BELLEVUE ENTERTAINMENT DISTRICT, A PLATTED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BELLEVUE ENTERTAINMENT DISTRICT, A PLATTED SUBDIVISION IN SARPY COUNTY, NEBRASKA,

THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, SOUTH 87° 16' 00" EAST (BASIS OF BEARING), A DISTANCE OF 42.74 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 02° 39' 21" EAST A DISTANCE OF 72.75 FEET;

THENCE NORTH 18° 48' 42" EAST A DISTANCE OF 274.65 FEET;

THENCE SOUTH 70° 21' 19" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 18° 48' 41" WEST A DISTANCE OF 271.53 FEET;

Please file & return to:







Mark A. Mendenhall, Vice President General Counsel
Metropolitan Utilities District
7350 World Communications Drive
Omaha, Nebraska 68122-4041

METROPOLITAN
UTILITIES DISTRICT

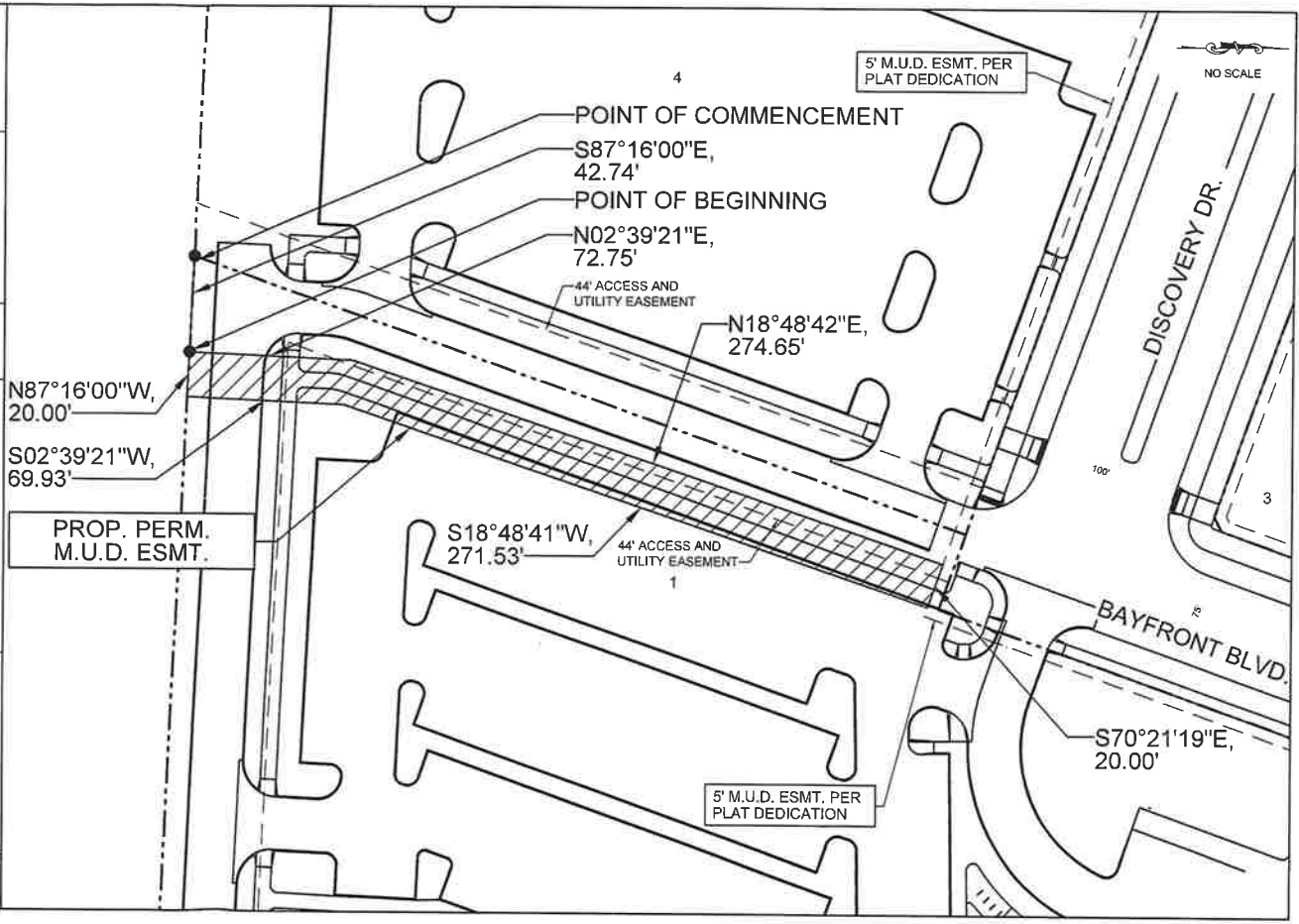
EASEMENT
ACQUISITION

GROUP NO.
WP2232
PROJECT NO.
100055001501

TOTAL ACRE PERMANENT 0.1581
TOTAL ACRE TEMPORARY N/A

- LEGEND
- PERMANENT EASEMENT 
 - TEMPORARY EASEMENT 
 - SECTION CORNER 
 - SECTION LINE 
 - PROPERTY LINE 
 - EXISTING ESMT 

DRAWN BY WLT
DATE 10-16-25
CHECKED BY JVT
DATE 11-11-2025
APPROVED BY FL
DATE 11-11-25



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16t.
1/20/2026

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: Legal Services Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Bellevue Entertainment District LOT 3.

SYNOPSIS/BACKGROUND:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD to lay, maintain, operate, repair, relay and remove pipelines for the transportation of water and also to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas all within portions of Bellevue Entertainment District LOT 3.

FISCAL IMPACT?: Yes. BUDGETED FUNDS?: Yes. GRANT/MATCHING FUNDS?: No.

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No. <input type="checkbox"/>	COUNTER-PARTY: N/A <input type="checkbox"/>	INTERLOCAL AGREEMENT: N/A <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD for portions of LOT 3 within the Bellevue Entertainment District.

ATTACHMENTS:

- | | | |
|-----------------------------|-------------------------|-------------------------|
| 1. Gas & Permanent Easement | 2. Exhibit A | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Shirley Bastillon

FINANCE APPROVAL AS TO FORM:

Jason Padgett

ADMINISTRATOR APPROVAL AS TO FORM:

Chuck [Signature]

GAS AND WATER PERMANENT EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, between the CITY OF BELLEVUE, ("Grantor") and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, valve boxes, round iron covers, roadway boxes, and pipeline markers; and also to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, above-ground regulator pipes, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

TRACT 1

A PARCEL OF LAND BEING A PORTION OF LOT 3, BELLEVUE ENTERTAINMENT DISTRICT, A PLATTED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERN SIDE OF THE SOUTHERNMOST CORNER OF LOT 3, BELLEVUE ENTERTAINMENT DISTRICT, A PLATTED SUBDIVISION IN SARPY COUNTY, NEBRASKA,

THENCE ON THE SOUTHERLY LINE OF SAID LOT 3, NORTH 70°21'19" WEST (BASIS OF BEARING), A DISTANCE OF 321.17 FEET;

THENCE NORTH 65°35'30" WEST A DISTANCE OF 144.50 FEET;

THENCE NORTH 70°21'19" WEST A DISTANCE OF 75.03 FEET;

THENCE NORTH 19°38'41" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 19°38'41" EAST A DISTANCE OF 18.12 FEET;

THENCE SOUTH 70°21'19" EAST A DISTANCE OF 17.21 FEET;

THENCE SOUTH 25°21'19" EAST A DISTANCE OF 25.62 FEET;

Please file & return to:

Mark A. Mendenhall, Vice President General Counsel
Metropolitan Utilities District
7350 World Communications Drive
Omaha, Nebraska 68122-4041







METROPOLITAN
UTILITIES DISTRICT

EASEMENT ACQUISITION

GROUP NO. WP2232
PROJECT NO. 100055001501

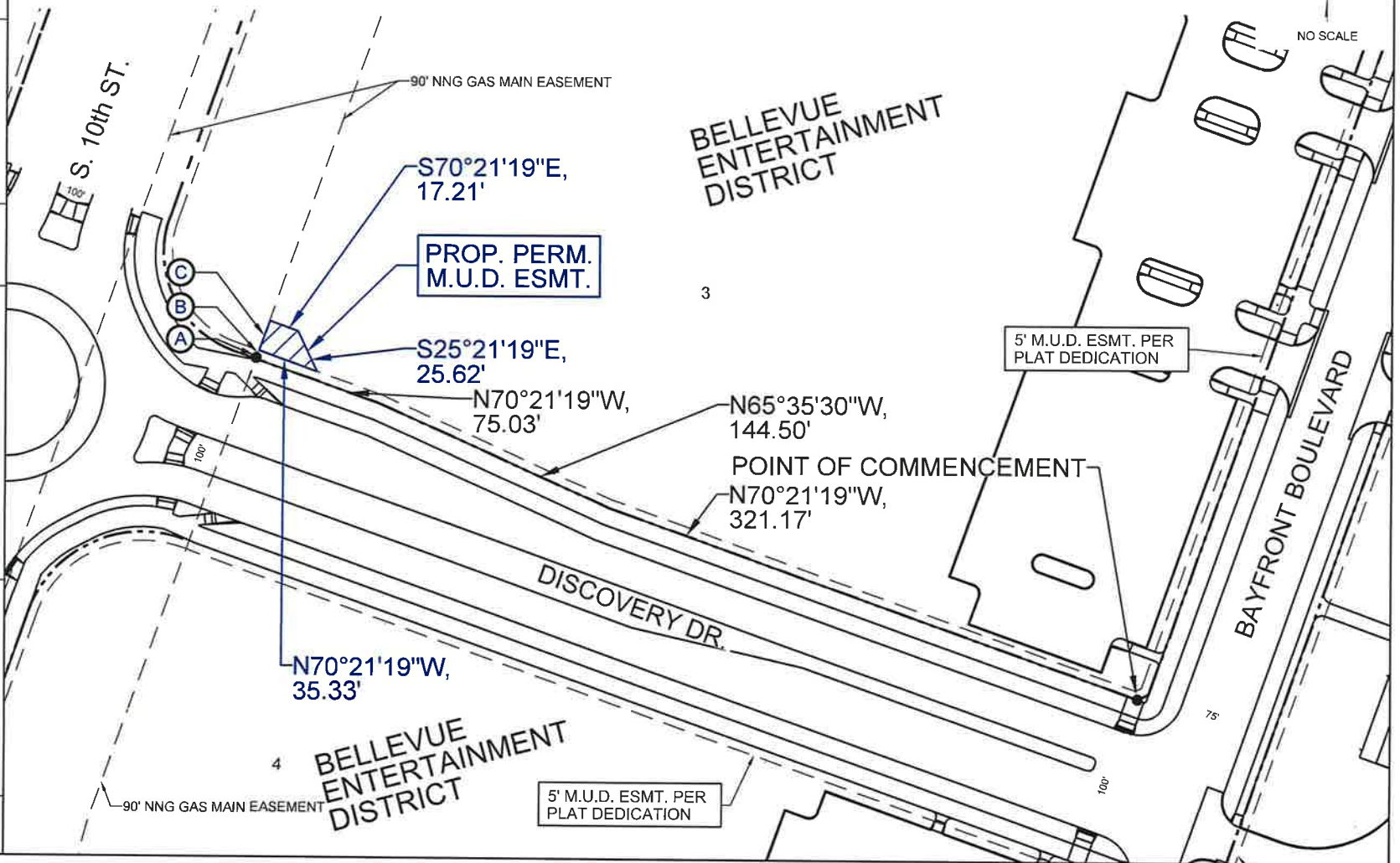
TOTAL ACRE PERMANENT 0.0109
TOTAL ACRE TEMPORARY N/A

LEGEND

- PERMANENT EASEMENT 
- TEMPORARY EASEMENT 
- SECTION CORNER 
- SECTION LINE 
- PROPERTY LINE 
- EXISTING ESMT 

DRAWN BY WLT
DATE 12-23-25
CHECKED BY FL
DATE 01-06-2026
APPROVED BY FL
DATE 01/06/2026

- (A) POINT OF BEGINNING
- (B) N19°38'41"E, 5.00'
- (C) N19°38'41"E, 18.12'



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

Harrison Johnson

COUNCIL MEETING DATE: January 20, 2026		SUBMITTED BY: ECONOMIC DEVELOPMENT	
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:

Approve and authorize the Council President to sign the Option Agreement with BELREV, LLC.

SYNOPSIS/BACKGROUND:

Under the Option Agreement BELREV, LLC shall, for a fee, be granted an option to purchase a portion of Parcel IDs PT OF TAX LOT 19A1A1A (NE1/4 NE1/4) 22-13-13 (7.88 AC), that portion of TAX LOT 22 22-13-13 (9.38 AC) and approximately five (5) acres part of TAX LOT 20 22-13-13 (23.08 AC).

FISCAL IMPACT?: Yes. BUDGETED FUNDS?: Yes. GRANT/MATCHING FUNDS?: No.

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Council President to sign the Option Agreement with BELREV, LLC.

ATTACHMENTS:

1. <input type="text" value="Option Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is dated January ____, 2026 by and between CITY OF BELLEVUE, NEBRASKA (“**Seller**”), and BELREV, LLC (“**Purchaser**”). This Agreement shall be effective as of the date on which the last Party executes it and only upon the approval of this Agreement by a majority vote of the City Council of the City of Bellevue, Nebraska (“**Effective Date**”).

A. Seller owns the real property and improvements described as follows: A portion of Parcel IDs PT OF TAX LOT 19A1A1A (NE1/4 NE1/4) 22-13-13 (7.88 AC), TAX LOT 22 22-13-13 (9.38 AC) and approximately five (5) acres part of TAX LOT 20 22-13-13 (23.08 AC) located in the City of Bellevue, State of Nebraska more particularly shown on Exhibit A including all improvements, rights, privileges, easements and other appurtenances thereunto belonging, and all rights of Seller to any public or private roads adjoining the real property; and

B. Purchaser desires to pay Seller a fee for an option to purchase a portion of Parcel IDs PT OF TAX LOT 19A1A1A (NE1/4 NE1/4) 22-13-13 (7.88 AC), that portion of TAX LOT 22 22-13-13 (9.38 AC) designated at a later date by the City, and approximately five (5) acres part of TAX LOT 20 22-13-13 (23.08 AC) (the “**Property**”), on the terms and conditions in this Agreement (the “**Option**”), and Seller desires to grant Purchaser the Option and, if the Option is exercised, to sell the Property to Purchaser.

1.1 Option to Purchase. Purchaser agrees to pay Seller an Option Fee equal to one percent (1.0%) of the Purchase Price set forth in Paragraph 1.2 herein (the “**Option Fee**”) for an option to purchase the Property (the “**Option**”). The Option Fee shall be due and payable within ninety (90) days following the Effective Date of this Agreement.

The term of the Option will be for a period of one (1) year and will expire at 5:00 p.m. Central Time on January ____, 2027 (the “**Option Term**”). The Option Fee will be non-refundable unless Seller breaches the terms of this Agreement; provided that, in the event of a refund as a result of a breach of this Agreement by Seller, Seller shall retain \$100 as independent consideration for execution of this Agreement.

During the initial Option Term, Purchaser agrees to use commercially reasonable efforts to submit any and all applications required by applicable Nebraska agencies, departments, and/or commissions for the issuance of necessary licenses and/or approvals to construct and operate the Development. If a delay in submission of the any such application occurs within the initial Option Term, Purchaser may request up to three (3) additional one-year extensions of the Option Term (each, an “**Additional Option Term**”). Seller agrees that it shall grant a requested Additional Option Term, unless Purchaser is no longer actively pursuing the Development. Each Additional Option Term shall be subject to payment of an Option Fee equal to one percent (1.0%) of the purchase price per year for the applicable extension period. Each request shall include a written summary of progress to date, and Seller agrees that it shall not unreasonably withhold, condition, or delay the grant of an Additional Option Term. The total amount of all Option Fees paid to Seller (including any Additional Option Term payments) shall not be applied as a credit to the Purchase Price at the closing and settlement of the sale of the Property (the “**Closing**”).

In consideration of payment of the Option Fee, Seller, for itself and on behalf of its successors and assigns, grants Purchaser the exclusive and irrevocable right and option to purchase the Property upon the terms and conditions in this Agreement. Failure to pay the Option Fee within ninety (90) days of the Effective Date shall automatically terminate this Agreement.

1.2 Exercise of Option. Purchaser will be entitled to exercise the Option at any time during the Option Term (including any Additional Option Term(s)) by giving written notice to Seller that it is exercising the Option. If Purchaser exercises the Option, Seller agrees to sell and Purchaser agrees to buy the Property for a purchase price of One Million Nine Hundred Fifteen Thousand Two Hundred and Twenty Dollars

(\$1,915,220.00), which is approximately Eighty-Six Thousand Dollars (\$86,000.00) per acre (the “**Purchase Price**”).

The total amount of all Option Fees paid to Seller (including any Additional Option Term payments) shall not be applied as a credit to the Purchase Price at the closing and settlement of the sale of the Property. The Parties agree to execute a Purchase and Sale Agreement within sixty (60) days after Seller receives Purchaser’s notice of exercise. The Purchase and Sale Agreement shall include standard commercial terms for a real-estate transaction of this type, including provisions requiring Seller to cure encumbrances on title necessary to deliver good and marketable fee simple title to Purchaser at Closing. The Parties agree to use Fidelity National Title Insurance Company and to execute customary documentation necessary to complete the Closing.

If the Option is not exercised within the Option Term (including any Additional Option Term(s)), this Agreement shall terminate and be of no further force or effect, and Seller shall retain the Option Fee.

ARTICLE II

2.1 Due Diligence. Seller agrees to cooperate in good faith with Purchaser’s investigation of the Property, including letting Purchaser or its contractors access the Property at reasonable, agreed upon times to conduct such investigations. Purchaser agrees to indemnify, defend and hold Seller harmless from any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) caused by Purchaser’s entry onto and activities on the Property.

2.2 Seller’s Representations and Warranties. Seller represents and warrants that upon approval of this Agreement by a majority vote of the City Council of the City of Bellevue, Nebraska: (i) Seller has full power and authority to execute and deliver this Agreement and to convey the Property; (ii) the person executing this Agreement on behalf of Seller is fully authorized to execute and deliver this Agreement as a valid, binding and enforceable act of Seller; and (iii) upon exercise of the Option, at Closing Seller will deliver fee simple title to the Property free and clear of any liens (except for encumbrances shown on a current title report and accepted by Purchaser, and real estate taxes not yet due and payable).

2.3 Exclusivity. In consideration of the expense Purchaser has incurred and will incur in connection with this Agreement and the transactions contemplated hereby, from the Effective Date hereof through the Closing or the termination date of this Agreement, Seller shall not, and shall cause its respective authorized affiliates and their respective authorized members, officers, directors, managers, employees, equity holders, agents and representatives not to, sell, assign, transfer, encumber or otherwise dispose of any nature whatsoever of all or any portion of the Property or provide any information that is not subject to disclosure pursuant to Nebraska law to any third party in connection therewith or related thereto. From the Effective Date hereof until Closing or the termination date of this Agreement, Seller shall, and shall cause its authorized affiliates and its authorized respective members, officers, directors, managers, employees, equity holders, agents and representatives to, (a) immediately cease and cause to be terminated any and all contracts, discussions and negotiations with third parties regarding any such actual or potential transaction and (b) promptly notify Purchaser if any proposal for any such transaction (or inquiry or contact with any Person with respect thereto) is made (or has already been made) together with a reasonable summary of the details thereof, inquiry or contact (including the identity of the third party or third parties).

2.4 Notices. All notices or other communications (“Notices”) regarding this Agreement shall be in writing and delivered to the appropriate address set forth below. All such Notices shall be deemed given (i) when actually received or delivery is refused at the address of the party to whom addressed, (ii) when sent by nationally recognized overnight courier and confirmed delivered, or (iii) when sent by email to the recipient’s designated email address and acknowledged by a written or electronic confirmation of receipt. Each Party may

change its address or email address for Notice purposes by providing Notice of such change to the other Party in accordance with this Section.

If to Purchaser: BELREV, LLC

Email: _____

If to Seller: City of Bellevue
Attn: City Administrator
1500 Wall Street
Bellevue, Nebraska 68005
jim.ristow@bellevue.net

2.5 Remedies. If either party breaches this agreement, the other party shall be entitled to all available remedies at law and in equity. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

2.6 Assignment. Purchaser may assign its rights in this Agreement to another entity; provided, however, that any such assignment shall not relieve Purchaser of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors, assigns and personal representatives.

2.7 Confidentiality. Seller agrees that this Agreement and its contents are confidential and agrees not to disclose the terms of this Agreement, without the written consent of Purchaser; provided, that Seller may disclose the terms of this Agreement to the extent disclosure is necessary to carry out the terms of this Agreement and to the extent authorized or required by Nebraska law.

PURCHASER:

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

[PROPERTY DESCRIPTION]

A portion of Parcel IDs PT OF TAX LOT 19A1A1A (NE1/4 NE1/4) 22-13-13 (7.88 AC), that portion of TAX LOT 22 22-13-13 (9.38 AC) designated at a later date by the City, and approximately five (5) acres part of TAX LOT 20 22-13-13 (23.08 AC).

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

**++16v.
1/20/2026**

COUNCIL MEETING DATE: 1/20/2026		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: Amended
Sublicense Agreement with Project Play Holdings, LLC, as brand manager for Mattel, and American Resort Management for the use of Mattel brands at the Bellevue Bay Waterpark

SYNOPSIS/BACKGROUND:
 Project Play Holdings, LLC ("Project Play") holds the exclusive management rights to develop waterparks using Mattel' s brands, including Hot Wheels, Barbie, Thomas the Train, Masters of the Universe, UNO, Fisher Price and others. American Resort Management ("ARM") is the exclusive management company for the Mattel' s brands and is the City' s designated management company for the waterpark. This agreement would give the City the exclusive right to use Mattel brands at the Bellevue Bay Waterpark within a 200-mile radius of the Bellevue Bay Waterpark. This agreement would authorize ARM to work with the City and Project Play on the use of Mattel brands at the Bellevue Bay Waterpark.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="Yes"/>	COUNTER-PARTY: <input type="text" value="ARM/ Project Play"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text" value="Sublicense Agreement"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="TBD"/>	CONTRACT TERM: <input type="text" value="10 Years"/>	CONTRACT END DATE: <input type="text" value="TBD"/>
PROJECT NAME: <input type="text" value="Bellevue Bay Indoor Water Park"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:
 Approve and authorize the Mayor to sign the Sublicense Agreement

ATTACHMENTS: Amended

1. <input type="text" value="Sublicense Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

AMENDED SUB-LICENSE AGREEMENT

made and effective as of the date executed by Sub-Licensee (“Effective Date”).

BETWEEN

Project Play Holdings, LLC
447 3rd Ave N, # 410
St. Petersburg, FL 33707
United States

(“Brand Manager”)

American Resort Management, LLC
3165 S Carrier Parkway
Grand Prairie TX 75052
United States

(Operational Management Company and Licensee– “ARM”)

And

City of Bellevue, Nebraska
1500 Wall Street
Bellevue, Nebraska 68005
United States

(“Sublicensee”)

each a Party, and together, the Parties.

PRINCIPAL TERMS

1. INTRODUCTION

- 1.1 Mattel is the owner of many brands and the associated characters, including Hot Wheels, Barbie, Thomas the Train, Masters of the Universe, UNO, Fisher Price and more, collectively with Mattel (the “Brands” and “Mattel”). Brand Manager is a development and brand management company holding the exclusive sublicense rights to develop waterparks using the Brands.
- 1.2 American Resort Management (“ARM”) has been granted the exclusive License for the use of the Brands for the purposes of working with Brand Manager to create, develop, construct and manage the Brands and promote the roll out of the Attraction in the Territory and for such other purposes as set out in this Agreement.
- 1.3 American Resort Management (“ARM”) is the exclusive management company for the Brands and will work with all parties to adhere to the terms of this Agreement.

- 1.4 Brand Manager, Sublicensee and ARM wish to enter into this Agreement to set out the license of certain rights and to record the terms under which the Attraction will be created, developed, constructed, operated, promoted and rolled out by Sublicensee in the Territory.

2 DEFINITIONS

- 2.1 In this Agreement (including the Introduction and Schedules) each of the defined terms and their meaning are set out in Schedule B.
- 2.2 Headings are for ease of reference only and are not to be taken into account in construing this Agreement.
- 2.3 References to Clauses, Schedules and the Parties are respectively to the Clauses and Schedules of and the Parties to this Agreement. The Schedules form an integral part of this Agreement and are incorporated by reference.
- 2.4 Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include every gender, and words denoting persons shall include corporations and vice versa.
- 2.5 Further, in this Agreement:
- 2.5.1 any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- 2.5.2 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.5.3 references to one Party notifying the other Party, or agreeing, approving, consenting or objecting to any matter, shall be construed as requiring that Party to do so in writing;
- 2.5.4 unless specified otherwise, all references to the Attraction shall refer equally to each individual Attraction created, developed, built and operated under the terms of this Agreement.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Sublicensee will be responsible for creating, developing, constructing, promoting and rolling out the Attraction (and for all associated costs) which will include creating, sourcing hiring and overseeing the construction team and the creative teams.
- 3.2 The Parties acknowledge that the relationship between Brand Manager and Sublicensee does not constitute and shall not be construed as a joint venture or franchise relationship. In this regard, save where it is expressly set out in this Agreement and subject to the terms of this Agreement, Brand Manager agrees that the Business shall be within the responsibility and purview of Sublicensee; it being understood that Brand Manager’s and Mattel’s

approval rights and other rights under this Agreement are reasonable and necessary to protect the goodwill and reputation associated with the Brands.

- 3.3 Sublicensee has a contract with ARM for the operational management of the Attraction under a separate "Management Agreement", which will be amended within sixty (60) days of the Effective Date of this Agreement. Such amendments will incorporate Sub-Licensee's obligations set forth in this Agreement, to which Brand Manager hereby consents.

4. **DUE DILIGENCE, GRANT OF RIGHTS, OPT-OUT RIGHT, OPT-OUT FEE**

(A) Due Diligence.

The grant of rights under this Agreement are conditional on the Sublicensee providing the following due diligence documentation within 60 days from signing this Agreement, which if within that time Sublicensee fails to provide such due diligence documentation, this Agreement and all obligations of the parties under this Agreement, other than Schedule C (Section 16) and Section 7.1 are terminated :

- (i) provide names and identity to Brand Manager as to the source and value of any investment and/or financing that it has secured for the full scope and completion of the development and opening of the Attraction;
- (ii) provide satisfactory documentation that the land is committed and entitled for the Attraction;
- (iii) provide documentation that the Venue and Attraction have been approved for the uses contemplated herein by necessary governmental agencies; and
- (iv) to agree to ensure that all major Contractors that Sublicensee wishes to engage for the construction, development and/or operation of the Attraction are licensed and bonded as required by applicable law.

(B) Grant of Rights.

4.1 Subject always to and conditional on Sublicensee's compliance with the provisions of this Agreement (including the Due Diligence referred to in Clause 4(A) above), ARM hereby grants Sublicensee an **exclusive sublicense** (with the exclusivity subject to the provisions of Clause 5) of the following rights during the Term in the Territory;

- 4.1.1 the right to use, reproduce, display, and modify (modify only as permitted hereunder) the Brands to create, develop, build, manage, operate and roll-out the Attraction at the specified Venue in coordination with ARM and Brand Manager;
- 4.1.2 the right to use the Brands as necessary for the conduct of the Business and any part thereof including for the Attraction Components and for any Secondary Spend Opportunities;
- 4.1.3 the right to incorporate elements of the Brands including the related Brand names (as approved by Brand Manager and ARM):
 - (i) in material designed to advertise, market and promote the Attraction, including online and on the Website (but not on any other websites whether or not owned, operated, controlled or

commissioned by Sublicensee unless approved in advance by Brand Manager) and on any Brand Manager-approved social media pages for the Attraction, and, upon Brand Manager's request, such online material shall link back to such websites as Brand Manager may designate. All promotional materials, including but not limited to the Website, shall be subject to the approvals set out in Clause 8 below; and

- (ii) in sponsorships, joint promotions and other promotional activities associated with the Attraction and undertaken in conjunction with third parties or in respect of third-party products, subject always to the approvals referred to in Clause 8.

4.1.4 the right to use a Mattel-approved name for the Attraction;

4.1.5 the right to access and use Brand Guidelines as permitted hereunder in connection with the development, construction and promotion of the Attraction upon completion of Brand Guidelines for this Venue;

4.1.6 the right to develop and manage a Venue Website as defined herein, although the master Mattel waterpark website will be managed and operated by ARM. For the avoidance of doubt, the Website as defined herein is to be created, owned, operated, and solely paid for by Brand Manager and or ARM in accordance with Clause 15.1 below, but Sublicensee may create a Venue Website approved by Brand Manager.

4.1.7 , the right to grant the use of the Brand to (i) designers, consultants and suppliers and other contractors or persons engaged by Sublicensee to work on the Attraction (together the "Contractors") in their capacity as Contractors for the Attraction and provided that Sublicensee shall ensure that those Contractors abide by local and state regulations, including required insurance and bonding and if working with Mattel IP, work with Brand Manager and ARM to insure proper integration and usage of such IP.

4.2 It is a condition of the grant of rights set out in this Agreement that Sublicensee shall at its own expense arrange and maintain the insurances detailed in Clause 11 of the General Terms.

4.3 Except as expressly provided for in this Agreement, no property, license, permission or interest of any kind in or to the use of the Brands and/or any intellectual property rights, trademark, trade names, color combinations, insignia or device owned or used by Mattel is or is intended to be given, licensed or transferred to or acquired by Sublicensee or otherwise transferred, licensed or assigned by Mattel to any other party by the execution, performance or non-performance of this Agreement or any part thereof. All rights not expressly granted to Sublicensee in this Agreement are reserved to Mattel and or ARM. Without limiting the generality of the foregoing, Sublicensee may not use the Brands or the Created Materials (as defined at Clause 2.2 of the General Terms below) other than as expressly permitted in this Agreement, or use any other Mattel-owned or Mattel-controlled trademarks or properties for any purpose, including on any business sign, business card, letterhead or stationery, as part of the name or logo for Sublicensee's business or any division thereof or as part of a domain name or other internet address (including for the avoidance of doubt any social media platforms, pages, communities, boards and groups), other than on the Website and the social media pages referred to in Clause 15.3 below.

4.4 The parties will negotiate the manufacture and supply of all toy categories of Attraction Specific Merchandise.

4.5 (a) Sublicensee must open Attraction within 90 days of proposed Expected Opening Date as specified in Section 5.2.1, unless opening date is materially delayed by factors out of the control of Sublicensee including Force Majeure.

4.6 Venue and Expected Opening Dates of any Additional Attraction.

Upon signing of this agreement, Mattel would have provided approval in writing for the Venue of the proposed location for the Attraction in accordance with Clause 8.8.1 below. The parties agree that the Attraction will be located at the Mattel-approved Venue at 15575 Bayfront Boulevard, Bellevue, Nebraska 68123.

4.7 **Late Opening.** If the Attraction has not opened by its Expected Opening Date due to an Event of Force Majeure then a new Expected Opening Date will be discussed and mutually agreed at the time (with both parties acting in good faith) and confirmed by way of a formal amendment to this Agreement.

5. **TERM, ATTRACTION OPERATING PERIOD, OPENING DATE, DELAYED OPENING DATE, WITHDRAWAL OF FULL TERRITORY EXCLUSIVITY.**

5.1 Term, Attraction Operating Period

5.1.1 Unless this Agreement is terminated earlier in accordance with its terms or extended in accordance with Clauses 5.1.2 below, the Term shall commence on the Effective Date and shall expire **on the date which falls ten (10) years after the Expected Opening Date of the Attraction (or as may be reduced under Clause 4.5 or extended under Clause 5.1.2).** The period from the Effective Date, which includes construction time, to the period of ten (10) years from Attraction Opening Date (i.e. the period from the Opening Date of each Attraction to the date which falls on the tenth anniversary of its Opening Date) (the "Ten-Year Operating Period") with the option to extend the operating period beyond the ten years under the provisions of Clause 5.1.2 below. shall be referred to as the "Initial Term".

5.1.2 Option To Extend an Attraction's Operating Period.

At least twelve (12) months before the end of the Ten-Year Operating Period of an Attraction, Sublicensee shall be entitled to notify ARM in writing if it is interested in continuing to operate that Attraction beyond its Ten-Year Operating Period for a further period of ten (10) years (or less if mutually agreed at the time). As part of any such notification Sublicensee will submit to ARM for its review an updated financial forecast and marketing plan for the proposed extended Operating Period for that Attraction. If as at the date of Sublicensee's notice, Sublicensee has met the specific conditions set out below, then the Operating Period of the Attraction shall extend for a further period of ten (10) years (or less if mutually agreed at the time), and unless mutually agreed otherwise at the time, such extension shall be on the same financial terms (with an appropriate uplift to reflect any appreciable inflation at that time as set forth herein. The conditions to be met for an extension to the Ten- Year Operating Period are as follows:

- (i) Sublicensee is not in material breach of any term of this Agreement (with respect to all then operating Attractions), including its financial obligations hereunder, beyond any applicable notice or cure period;
- (ii) Sublicensee is in good financial standing (as verified by a Mattel activated credit check) and as at that date Sublicensee has a good credit rating score.
- (iii) With respect to the Attraction for which Sublicensee wishes to extend the Ten-Year Operating Period the following conditions must be met:
 - a. The Attraction has to date earned at least \$25,000,000 in Gross Receipts;
 - b. the Attraction is operating consistent with all legal and contractual requirements and approvals; and
 - c. the Attraction is fully operating and in good condition (i.e. meets all the required standards set out in this Agreement and has passed an Sublicensee independent audit carried out within the period of 12 months prior to Sublicensee's notice requesting an extension to the Ten-Year Operating Period) and to date there have been no major health and safety incidents at the Attraction that have not been resolved to Mattel's reasonable satisfaction.

Any extension to the Attraction Operating Period (and any corresponding extension to the Term) under this Clause 5.1.2 and the associated financial terms shall be confirmed by way of a formal amendment to this Agreement as approved by all parties.

5.2 Opening Dates for the Attraction

- 5.2.1 The Parties agree that the Expected Opening Date for the Attraction will be as set at December of 2027 unless such dates are extended by reason of an Event of Force Majeure (any such extension to be commensurate with the period of time of the Event of Force Majeure and formally confirmed in writing at the time).
- 5.2.2 Sublicensee shall, as soon as reasonably practicable after becoming aware of any circumstances (including any Event of Force Majeure) which could lead to a delay in the Opening Date of any Attraction, provide Brand Manager with written notice detailing those circumstances and the likely period of delay to the Opening Date. ARM and Brand Manager shall cooperate in good faith to mitigate any delays to the Expected Opening Date.

5.3 Delayed Opening of the Attraction and Withdrawal of Exclusivity

- 5.3.1 If the Opening Date of the Attraction has not occurred **by the date which falls 90 days after its Expected Opening Date**, other than as a result of a delay caused by an Event of Force Majeure (in which case the Parties shall discuss and agree in good faith a suitable new Opening Date taking on board the circumstances and impact of the Event of Force Majeure), then, the Parties will discuss and mutually agree on a new Opening Date (Sublicensee to provide a new business plan as part of these discussions) which can be no later than the date which falls 12 months from the end of the 90-day period referred to above (date to be confirmed by way of a formal Amendment to this Agreement) and additionally the Application Fee is considered the Late Opening Fee and becomes non-recoupable and not applied towards fees per Section 7.1. The Late Opening Fee will (i) compensate Mattel for the late opening (ii) preserve the Territory exclusivity (i.e. exclusivity shall not be withdrawn by Mattel due to the late opening of the particular Attraction) and (iii) excuse Sublicensee from being in material breach of this

Agreement (for clarity, this shall not excuse any other breach by Sublicensee that relates to that same Attraction).

- 5.3.2 If for whatever reason the new Opening Date agreed upon under Clause 5.3.1 above is missed or expected to be missed, then Sublicensee will have the option to **choose to either terminate this Agreement** or pay Brand Manager a one-off, non-recoupable, non-fundable flat Late Opening Fee of \$1,000,000, payable on receipt of Brand Manager's invoice, unless at that time Mattel, ARM and Brand Manager are satisfied that the Attraction is substantially close to completion and Sublicensee is not at that time otherwise in breach of this Agreement, in which case it will not terminate the Agreement and withdraw the rights to open the affected Attraction entirely.
- 5.3.3 In circumstances whereby the end of the Initial Term, the full Territory exclusivity has not been withdrawn (for example where the Expected Opening Date has been met or where a Late Payment Fee has been made to maintain exclusivity under the specific provisions of Clause 5.3 above), then the full Territory exclusivity shall continue into the Remainder Term.

6. RESTRICTIONS ON MATTEL, RESTRICTIONS ON SUBLICENSEE'S USE OF COMPETITIVE BRANDS.

6.1 Restrictions on Mattel.

(a) Subject always to Clauses 5.3 above, for the duration of the Term (or until any earlier termination), Mattel, through their Exclusive Licensee Agreement to City of Bellevue and Brand Manager hereby confirms and agrees that it shall not use, exploit, or license, any or all of the Brands as part of the development, construction or operation of any single or multi-brand indoor or outdoor (or combination of the same) standalone water park in the Territory.

(b) As referred to in Clause 2.2(b) of the General Terms (below), Brand Manager confirms and agrees that, during the Term in the Territory Brand Manager will not use or sublicense any third party to use the Created Materials without without adhering to the provisions of Clause 2.2(b) of the General Terms and Conditions of this Agreement.

6.2 Restrictions on Sublicensee's Use of Competitive Brands.

For the duration of the Term, Sublicensee confirms and agrees that it shall not, without Brand Manager's prior written approval, include any Direct Competitor (as defined at Schedule B below) within the Attraction (including for the avoidance of doubt the Stores).

7. CONSIDERATION

7.1 Application Fee

(a) In consideration of the assignment of Territory Exclusivity provided by ARM and and Brand Manager, Sublicensee shall pay Brand Manager an Application Fee of \$250,000 payable in two instalments, (i) \$100,000 due within 30 days of execution of this Agreement, (ii) \$150,000 due by July 1, 2026. This Application Fee is non-refundable and will be recoupable over a period of 36 months of operation credited towards fees paid by Sublicensee to Brand Manager in equal annual increments of \$83,333 per year, unless Sublicensee is in default as detailed

above in Section 5.3, wherein Application Fee will become considered paid as a Late Opening Fee and shall not be credited towards fees

7.3 Admission Ticket Packages and Secondary Spend Opportunities

7.3.1 Admission Ticket Package

The parties will negotiate and agree upon an Admission Ticket Package prior to being offered to the public.

7.3.2 Secondary Spend Opportunities

The Parties shall from time to time mutually discuss in good faith (with the view to mutually agreeing) the avenues available to exploit Secondary Spend Opportunities in the Attraction or as part of the Business and once agreed in principle, the Percentage of Receipts associated with each such Secondary Spend Opportunity shall be as detailed in Schedule A Part II. Reporting of any such Percentage of Receipts shall be in accordance with the provisions of Schedule A below.

8. THE ATTRACTION, BRAND MANAGER AND MATTEL APPROVALS, CONSULTANCY SERVICES

- 8.1 The Parties agree that the Attraction will be based substantially on the Master Plan (with refinements as required to suit a particular Venue) designed by Sublicensee and Brand Manager, with the use of the Brands and shall contain such other new concepts, designs and philosophy to be mutually agreed by the Parties in accordance with the terms set out herein but the final Master Plan and the depiction and specific use of the Brands shall be subject to Mattel's written approval pursuant to Clause 8.8 below.
- 8.2 Sublicensee shall throughout the Term be solely responsible for upholding its obligations under the terms of the ARM Management Agreement, wherein ARM will operate and staff the Attraction in a safe and lawful manner and together ARM and Sublicensee will give all due attention and regard to matters of health and safety in respect of the Attraction and all Attraction Components and comply fully with all local government laws, regulations, policies, guidelines and recommendations as referred to in Clause 9.2.8 of the General Terms (below). As part of ARM's management responsibilities, ARM shall be responsible for operating and staffing the Attraction in a safe and lawful manner and must also (i) ensure it has on-site first aid facilities throughout the Attraction (ii) qualified first -aid staff on-site every day throughout the Attraction who are trained to manage and respond to emergencies in any area of the Attraction and (iii) ensure all areas of the Attraction have clear signage associated with any age/ height / other restrictions (iii) ensure all areas of the Attraction have clear signage associated with water depth warnings and any required swimming competencies necessary to participate in the area and/or activity, in addition to all other terms and covenants contained with the Management Agreement
- 8.3 In addition to the aforesaid, Sublicensee and ARM shall in addition to the provisions of Clause 9.2.8 of the General Terms (below) throughout the Term comply with all applicable health and safety laws, regulations, rules, guidelines, voluntary industry standards and all applicable safety standards or codes imposed by any relevant competent authority in the Territory for a water park of this nature and shall obtain and maintain during the Term all relevant authorizations, permits and licences required by such competent authority to safely operate the Attractions. In the event that any legitimate concerns are raised with respect to matters which have given rise or may give rise to any defect, deficiency or failure associated with the health and safety of the public at the Attraction or within an Attraction Component, Sublicensee and ARM shall as soon as possible commence and undertake such action and measures as may be required in order to remedy or rectify such defect, deficiency or failure. Until such necessary remedial rectification measures or

action has been completed, Sublicensee shall ensure that any affected area of the Attraction or Attraction Component, will be closed or taken out of service if such action is a necessary and/or reasonable precaution by reference to the nature and severity of the defect, deficiency or failure. Any closure will also be subject to the provisions of Clause 8.8.3 below.

- 8.4 In order to help ensure the goodwill of the Brands and the good reputation of Mattel, as well as the commercial viability of the Attraction, Sublicensee shall reserve a minimum 3% of the gross revenues from tickets sales within a Capital Expenditures Reserve and further appropriate such funds as required to maintain, redecorate, repair, replace and/or update any element of the Attraction (including for the avoidance of doubt, the Attraction Components) reasonably necessary and in accordance with; (i) any and all reasonable instructions/guidelines provided by the supplier and/or manufacturer of any Attraction Component (and as such Sublicensee shall ensure that those manufacturers and suppliers provide Sublicensee with their recommended maintenance and upkeep guidelines) and (ii) in accordance with Mattel's reasonable Brand related requirements.
- 8.5 The Parties agree that they shall from time to time review the content and concept of the Attraction with a view to renewing and refreshing and updating the look and feel of the Attraction in order to maintain the appeal of the Attraction as well as to maintain consistency with the development and direction of the Brands. Any renewal, update or other modification of the content of the Attraction or any proposed expansion of the Attraction within the Venue shall be subject to mutual agreement of the Parties acting in good faith.
- 8.6 The parties shall negotiate and agree upon a Restyle Action Program within sixty (60) days of the Effective Date of Sub-License Agreement.
- 8.7 Mattel's approval will be required if at any time during the Term Sublicensee wishes to expand, adapt or modify the Attraction and/or any Attraction Component.

8.8 Mattel and Brand Manager Approvals

8.8.1 Venue Approval Process.

Upon the signing of this Agreement, Mattel has provided conditional approval of the Venue. Prior to the signing of this agreement, Sublicensee would have completed a feasibility study, have funding in place to fund the Venue, governmental approvals for the Venue and Attraction, general information on the proposed location, a proposed layout and floor plan for that venue, which Sublicensee will provide to Brand Manager within 30 days from signing this Agreement, in addition to details and information of any surrounding businesses, as well as Sublicensee's proposed Milestones as referred to in Clause 9.1 all for Mattel and Brand Manager's evaluation and in order for Mattel to be able to approve or reject a location (with any approval or rejection to be provided in writing). Mattel, ARM and Brand Manager shall review submissions in good faith to approve (approval at its discretion) any proposed venue and makes no representation, warranty or guaranty regarding any Venue that it approves pursuant to this Agreement, including the suitability of the Venue for an Attraction or the Attraction's success. It is understood and agreed that Mattel's approval of any proposed venue may be contingent on Sublicensee's agreement to fulfil certain additional conditions (such as Sublicensee's compliance with applicable local laws and/or possibly entering into any additional necessary documentation with Mattel) and as applicable such conditions may be formally confirmed by way of an amendment to this Agreement.

8.8.2 Mattel shall have prior written and final approval over (i) all Brand-related aspects of the design, development, production, and construction of the Attraction (and any adaptations, expansion or modifications of the Attraction which may be made by Sublicensee to include the Brand-related aspects of the Master Plan during the Term which affect the Master Plan) to include, without limitation, the Attraction name, any food and beverage offerings (as referred to in Clause 11.1 below) and any Brand themed elements to any of the Brand themed restaurants and food and beverage kiosks and Stores (including their associated names), (ii) the Master Plan, the creative templates of the Attraction and of all elements of the Attraction (including each Attraction Component) and all material aspects thereof that include the Brands, (iii) any use of the Brands in connection with any marketing, advertising, publicity materials and press releases, (iv) all creative aspects of any Secondary Spend opportunities and the implementation of any such Secondary Spend Opportunities, and (v) references to the Attraction, and the Brands on the Social Media Accounts (if approved by Mattel), the Website and any Mattel permitted hyper-link or content on Sublicensee's website (such permission to be provided by Mattel in writing at the time), (vi) the Attraction closure policy (including its refund terms). In addition to the above, Mattel shall have prior written and final approval over any known talent or public figure intended to be used in any PR activities associated with any of the Brands and/or Attraction.

8.8.3 Temporary Closure of an Attraction or an Attraction Component.

- (i) Subject to paragraph (ii) below, in the event that for whatever reason an operating Attraction (or an Attraction Component) is required to temporarily close for a period of more than 24 hours (excluding scheduled maintenance), then Sublicensee through ARM must immediately notify Brand Manager and provide Brand Manager with appropriate information and justification as to the reason that the Attraction (or an area of the Attraction) is required to temporarily close. In order to preserve the reputation of the Brands, Sublicensee will then work with Brand Manager to mutually agree the appropriate timings and management of any such temporary closure before that temporary closure is effectuated. The Parties shall also mutually agree to the contents of a statement as to why the Attraction has to be closed (no customer facing messaging shall be released by Sublicensee without Brand Manager's prior approval). In all circumstances where there is a closure, the Mattel-approved closure policy and refund terms (referred to in Clause 8.8.2 (above) shall apply. In the event that approval is given, then the parties shall mutually agree to a statement as to why the Attraction has to be closed.
- (ii) In any emergency situation Sublicensee shall be able to immediately temporarily close the Attraction (or an area of the Attraction) and Brand Manager shall be notified of the circumstances of the closure as soon as reasonably practicable, and any associated immediate communications must follow the CPP. Sublicensee shall ensure that its CPP covers any emergency closure of the Attraction (or an area of the Attraction).

8.8.4 Mattel's, ARM's and Brand Manager's prior approvals as set forth in this Agreement shall not be unreasonably conditioned or delayed. Both shall use best efforts to respond to a request for approval within ten (10) Business Days but any failure to respond within ten (10) Business Days will not be deemed to be an approval. **In circumstances where exigencies exist, then Sublicensee must flag this to Brand Manager at the time of submitting the item for approval and should mark it as a priority item for approval and Brand Manager shall use its best efforts to reduce the timeline for approval.** If any unique item does not conform to the

Master Plan or includes inaccurate use of the Brands, then Sublicensee shall use its best efforts to promptly revise such non-conforming item. Sublicensee will give due consideration to Brand Manager and or Mattel's objections in order to seek an acceptable alternative and if Sublicensee so wishes, Sublicensee shall be able to resubmit a revision to the element disapproved, for approval.

- 8.8.5 For the avoidance of doubt, any approvals given to Sublicensee by either ARM, Brand Manager or Mattel as required under this Agreement and any modification to any references to the Attraction on the Website and/or on the Social Media Accounts as required by Mattel in accordance with Clause 8.8.2 above shall not be construed as constituting legal advice of any sort by Brand Manager, ARM or Mattel to Sublicensee. Neither Brand Manager, ARM or Mattel shall assume any such responsibility or be required to review any materials provided to it by Sublicensee to ascertain whether Sublicensee is legally compliant with any element relating to this Agreement, including, without limitation, references to the Attraction on the Website and/or on the Social Media Accounts.

8.9 Consultancy Services.

Brand Manager shall provide Consultancy Services to Sublicensee from the Effective Date and continuing until the Opening Date of the First Attraction at no cost to Sublicensee. The Consultancy Services shall include, but not be limited to review and input on the design plans, the Master Plan and Business Plan for the Attractions, and as required, site visits to Venues and floorplan assessments, consideration and review of all matters requiring approval of Mattel, provision of the Brand style guide, assistance in the development of Sublicensee's marketing, merchandise recommendations and sponsorship programs, and all other consultations, guidance and assistance provided by the Brand Manager to the Sublicensee.

9. DEVELOPMENT AND OPERATIONS, SURVEYS, SUSTAINABILITY, ACCESSABILITY AND BRAND MANAGER AND MATTEL ACCESS

9.1 Milestones

The Milestones associated with the design, development and construction of each Attraction and the associated timelines of such Milestones shall be discussed and mutually agreed between the Parties. The proposed Milestones associated with each additional Attraction shall be submitted by Sublicensee as part of the Venue approval process.

9.2 Definitive Project Documents

- 9.2.1 The Definitive Project Documents developed in respect of the Attraction shall be mutually agreed by the Parties at each stage of development.
- 9.2.2 The Parties acknowledge and agree that the development of each of the Definitive Project Documents and the Project Timeline (including the Milestones), is an evolving process, and that each of these documents will need to be reviewed and appropriate amendments or modifications incorporated at each stage in the project's development to address technical, creative and compliance issues and ensure that the Definitive Project Documents at each stage remain consistent with the Parties' design intent. In addition, at each stage, the Parties will undertake a value engineering process to ensure that development and construction costs

remain within the maximum limits established in the development and construction budget and capital expenditure as part of the Initial Business Plan.

- 9.2.3 Any variations to the Definitive Project Documents shall require the prior written agreement of the Parties. In addition and without prejudice to the generality of the foregoing, Sublicensee shall at any time, be entitled to propose such changes or variation to the content or scope of the Definitive Project Documents (such changes to be mutually agreed) so as to ensure that the costs are kept within the amounts provided or budgeted in the development and construction project and/or to ensure that the Attraction is being built, designed or operated in a manner consistent with the Brand Guidelines.

9.3 Business Plans

- 9.3.1 During the development of the Master Plan, Sublicensee and or ARM shall deliver the proposed initial business plan, detailing amongst other things the budgetary items for the development phase (being the period between the Effective Date and the Opening Date) and the indicative business plan and strategy of the Attraction for the first five (5) Operating Years.
- 9.3.2 The Parties shall negotiate in good faith to agree in writing a final initial business plan for the first five (5) Operating Years with proposed timelines to be discussed and agreed as part of the Milestones.
- 9.3.3 Sublicensee shall use all commercially reasonable endeavours during the development phase to implement and carry out the initial business plan in all material respects and to execute the work as may be required within the development and construction budget and capital expenditure as set out in the initial business plan. Sublicensee shall have sole discretion as to the cost of individual elements within the overall development and construction budget.

9.4 Annual Operating Business Plan

- 9.4.1 At least one month prior to the commencement of the first Operating Year, and thereafter during the operating phase of the Attraction as soon as practicable but in any event no later than ninety (90) days prior to commencement of next Operating Year, or such other timeframe as may be agreed, Sublicensee shall provide the Annual Operating Business Plan, drafted and submitted by ARM, for the next Operating Year. Brand Manager and Mattel shall be entitled to comment and provide any suggestions and/or feedback as it deems necessary in the circumstances on the other components of each Annual Operating Business Plan and Sublicensee shall give due regard to such comments, suggestions and feedback.
- 9.4.2 ARM shall use commercially reasonable endeavours to operate the Attraction in all material respects in accordance with the applicable Annual Operating Business Plan, it being agreed that the Annual Operating Business Plans whilst serving as a guideline for operating the Attraction, the business conditions, environment and actual conditions at the Attraction will determine the manner in which the Attraction is operated.

9.5 Annual Operations Audit

- 9.5.1 ARM shall ensure that the conduct of the operations, maintenance and management of the Attraction and any Attraction Components meet the correct operating and health and safety standards of a first-class water park attraction in the United States of America and as such Sublicensee and ARM will ensure that an Annual Operations Audit of the Attraction is carried out in each Operating Year, and at least one (1) month prior to the Opening date. Copy documents of the same shall be provided to Brand Manager as and when requested.

- 9.5.2 Any findings from the Annual Operations Audit must be resolved as soon as reasonably practicable, and any findings related to a health and safety matter will be dealt with as a priority and in accordance with Clause 8.3 (above).

9.6 Health & Safety

ARM shall as a matter of priority give due regard to matters of health and safety at the Attraction and shall in respect of any Attraction Component adhere to the recommended policies and guidelines and procedures as may be reasonably prescribed by the supplier of such part or component particularly with respect to servicing, repair and maintenance requirements.

9.7 Sustainability

Mattel is committed to sustainable goals, such as reducing environmental footprints and conserving resources. With this in mind, there is an expectation that Sublicensee will have an appropriate sustainability plan for the Attraction which will integrate the requirements of related applicable laws and international standards into the build and operation of the Attraction. This sustainability plan should be presented and discussed with Brand Manager as part of the development phase of the Attraction and Sublicensee shall take on board any points or concerns raised by Mattel prior to finalizing its sustainability plan. It is also an expectation on Sublicensee to establish practices for monitoring compliance with its sustainability plan and to actively review and as necessary update its sustainability plan in each year of the Term. Sublicensee should keep Brand Manager updated on compliance with and any updates to the sustainability plan throughout the Term.

9.8 Accessibility

Mattel, ARM and Brand Manager are committed to making sure that all Venue-based entertainment themed around its brands can provide an enjoyable and safe visit for all guests. With this in mind, there is an expectation that ARM will have an appropriate accessibility plan for the Attraction which will allow those guests with additional needs to be able to easily access and enjoy the Attraction and which will follow related applicable local laws and standards. This accessibility plan should be presented and discussed with ARM as part of the development phase of the Attraction and Sublicensee shall take on board any points or concerns raised by ARM prior to finalizing its accessibility plan. It is also an expectation on Sublicensee to establish practices for monitoring compliance with its accessibility plan and to actively review and as necessary update its accessibility plan in each year of the Term. Sublicensee should keep ARM updated on compliance with and any updates to the accessibility plan throughout the Term.

9.9 Mattel and Brand Manager Access

- 1.1.1 Sublicensee, through ARM shall allow Mattel and Brand Manager reasonable access to the Attraction (including visitor and "back of house" areas), upon one (1) Business Day advance notice to Sublicensee and ARM for the purposes of ensuring that Sublicensee's obligations herein have been complied with and that the standard and quality of the Attraction and any Attraction Components are to Mattel's and Brand Manager's satisfaction.

10 MERCHANDISE AND MATTEL'S FIRST OPTION TO SUPPLY

- 10.1 Based upon the recommendations of Mattel and/or Brand Manager, Sublicensee and any specialist retail consultant retained by Sublicensee the Parties shall within two (2) months from full

execution of this Agreement commence discussions in good faith with a view to jointly developing and determining a detailed framework of the merchandising program for the Attraction including a list of categories of products comprising of Existing Merchandise, Attraction Specific Merchandise, Other Merchandise and Generic Merchandise (together with a proposed retail plan and related activities such as point-of-sale designs, merchandise mix and placement plans by SKU), and general guidelines for the use of the Brands and trademarks in the theming of the Stores and related signage and packaging (hereinafter defined as the "Merchandising Program"). The Merchandising Program shall be mutually agreed by the Parties.

- 10.2 Once the Merchandising Program has been agreed by the Parties, Sublicensee shall be entitled to implement and operationalize the Merchandising Program in accordance with its terms. From time to time, Sublicensee and Brand Manager may recommend or propose changes to the Merchandising Program as it considers appropriate or beneficial for the Attraction or which is reflective of current market practices or business conditions provided always that any substantive modifications to the Merchandising Program shall be mutually agreed. In any event, the Parties shall review and consider appropriate updates to the Merchandising Program at least once annually during the Term.
- 10.3 Mattel must (as referred to in Clause 4.1.3 above) have the first option and matching rights to supply any Attraction Specific Merchandise (other than with respect to toy categories which can only be manufactured and supplied by Mattel anyway as referred to in Clause 4.4 above). Mattel and Brand Manager shall work to provide Sublicensee with a large selection of branded merchandise and venue specific merchandise.
- 10.4 Reserved.
- 10.5 Sublicensee or ARM shall send Mattel and or Brand Manager an appropriate purchase order at the time confirming the commercial terms of such procurement.
- 10.6 To the extent that Sublicensee or ARM has actual knowledge of or reasonably believes that the Merchandise has or could injure, sicken or otherwise endanger the public or is otherwise non-compliant with health and safety laws, whether due to design, materials, ingredients or any other reason, it shall:
 - (a) immediately notify Mattel; and
 - (b) use best efforts to notify any purchasers of the suspected Merchandise; and
 - (c) cease the sale and/or distribution the Merchandise; and
 - (d) with respect to Attraction Specific Merchandise manufactured through Mattel or Brand Manager, and with respect to Existing Merchandise and Other Merchandise, at Mattel's cost, make commercially reasonable efforts to recall (or recall in accordance with any legal and/or trading standard body requirements) that Attraction Specific Merchandise, Existing Merchandise and Other Merchandise and collaborate with Brand Manager to formulate and implement an appropriate recall strategy.
- 10.7 On a monthly basis ARM shall provide Brand Manager with a running total of admission tickets and Merchandise sold, broken down at the line item detail with respect to Merchandise, the report shall include: units sold, COGS per item, gross profit per item and inventory on hand.
- 10.8

11 FOOD AND BEVERAGE

11.1 Based upon the recommendations of Brand Manager, ARM and any specialist food and beverage consultant retained by Sublicensee, the Parties shall as part of their discussion in respect of the activities and timelines on Milestones discuss in good faith with a view to jointly agreeing the food and beverage offering at the Attraction (to include menus, menu items, food and beverage categories, packaging and presentation). There shall be no substantive changes to the agreed food and beverage offering at the Attraction without further discussion with and approval of Brand Manager. ARM shall manage the restaurants and food and beverage kiosks that are Brand themed and ARM and Brand Manager will provide such theming concepts and designs.

11.2 For the avoidance of doubt, alcohol may only be served at the Attraction to adults over the age of 21 and in accordance with all applicable local laws regulations, rules and guidelines. Alcohol shall only be presented on an adult only menu offering.

12 SPONSORSHIP

In the event that Sublicensee wishes to pursue a sponsorship opportunity for the Attraction, then Sublicensee must seek Brand Manager's prior written approval, not to be unreasonably withheld, conditioned, or delayed, as to the Sponsor and the sponsorship terms. A sponsorship opportunity which is not directly related to the Brands or the Attraction will not require the approval of Brand Manager, and no sums shall be payable to Brand Manager accordingly.

13 ADVERTISING, MARKETING, COMPLIMENTARY TICKETS

13.1 Marketing Program and PR/Communications Plan.

13.1.1 Based upon the recommendations of Mattel, Brand Manager, ARM and any specialist marketing consultant retained by Sublicensee, the Parties shall as part of their discussion in respect of the activities and timelines on Milestones discuss in good faith with a view to jointly developing and determining a detailed framework of the overall marketing program for the Attraction due to open during the Initial Term, which shall include a breakdown of proposed marketing spend categories by media, and shall include parameters for the use and depiction of Mattel's trademarks and Brands (including characters) and the requirements for Mattel's approval of advertising and marketing materials entailing formats and Brand presentations not previously approved by Mattel (hereinafter defined as the "Marketing Program"). The Marketing Program thereto shall be mutually agreed by Sublicensee and Brand Manager, who will submit and receive all approvals from Mattel. It is understood and agreed that should Sublicensee wish to make any significant changes to the Marketing Program to accommodate a particular Venue, then such changes will need to be submitted to Brand Manager for its and Mattel's prior approval at least nine (9) months prior to the Expected Opening Date of that Attraction. Sublicensee must also provide its PR / Communications plan to Brand Manager at least nine (9) months prior to the Opening Date of each Attraction for Brand Manager and Mattel's approval and during the Term from time to time with respect to any special events and/or shows that may be taking place at the Attraction which are not already set out in the annual Marketing Program. ARM and Sublicensee will work to establish the marketing budget, but should not be less than 5% of the Sublicensee's annual projected net revenue from Admission Fees.

13.1.2 Once the Marketing Program has been agreed by the Parties, ARM shall implement and operationalize the Marketing Program in accordance with its terms. From time to time, Sublicensee, Brand Manager or Mattel may recommend or propose changes to the Marketing Program as it considers appropriate or beneficial for the Attraction or which is reflective of current market practices

or business conditions provided always that any modifications to the Marketing Program shall be mutually agreed. In any event, the Parties shall review and consider appropriate updates to the Marketing Program at least once annually during the Term.

13.2 Marketing Kit

13.2.1 Prior to any advertising and promotion of the Attraction, Sublicensee shall work with ARM and Brand Manager to create a Marketing Kit and this shall then become the approved marketing material template for the Attraction due to open during the Initial Term. The Marketing Kit may be subject to change based on agreement from both parties. The Marketing Kit must be submitted to Brand Manager for its approval no less than six (6) months prior to the Opening Date of the first Attraction. The Marketing Kit may be submitted to Brand Manager for approval in sections, with each section submitted at least two months prior to the date on which those assets will be used. The full Marketing Kit should be completed at least six (6) months prior to the Opening Date of the first Attraction. Brand Manager will work with Sublicensee to approve the Marketing Kit and, once approved, Sublicensee can utilize any of the assets from the Marketing Kit to market and promote the Attraction without further reference to Brand Manager. If however, any assets from the Marketing Kit need to be significantly altered after Brand Manager's approval has been given or do not fall within the approved Marketing Kit, then those assets must be submitted to Brand Manager for its approval prior to any use. For all marketing materials and Marketing Kit, Brand Manager will provide a written approval from Mattel to Sublicensee as well.

13.2.2 The Marketing Kit must be updated by Sublicensee annually and submitted to Brand Manager for Mattel approval within a two (2) month timeline prior to the date on which the updated Marketing Kit is required for use. In addition, the Marketing Kit must also be updated to reflect any significant Brand changes, i.e., changes to logos and taglines. Mattel will also provide an annual marketing overview of ways they will promote the park through their social media channels, instore and product display.

13.3 Printed and Other Material.

All printed or other material issued in connection with and/or promoting the Attraction including, but not limited to, programmes, posters, publicity and advertising material including material on any internet website owned, operated, controlled or commissioned by Sublicensee must bear a notice which is clearly visible (but unobtrusive) concerning copyright ownership and authorization as follows (or such other notice as may be otherwise notified by Mattel to Sublicensee):

© [YEAR] Mattel. All Rights Reserved.

Sublicensee shall acknowledge and credit Mattel and/or such other persons or companies as Mattel may require in such manner as Mattel may, in its reasonable discretion, determine on all programmes, posters, advertising material or other materials produced for or in association with the Attraction.

13.4 Access

Sublicensee agrees to provide Mattel and Brand Manager and any such authorized employees, and those of its actual and prospective investors, sponsors, licensees, and agents ("Brand Admittees") with access, at no admission cost, to the Attraction (including visitor and "back of

house” areas), during normal business hours, upon ten (10) Business Days advance notice to Sublicensee, for purposes of promoting the Attraction as part of Mattel’s Brands development.

13.5 Sublicensee shall provide Brand Manager with copies of existing photographs, pictures and materials in respect of the Attraction upon Brand Manager’s request to use to promote the Brands and/or Mattel.

13.6 Complimentary Tickets

Sublicensee shall provide Brand Manager an agreed upon number of complimentary VIP tickets to the Attraction per year of the Term for use in promotional trade (including for competitions) and for Mattel partners. In addition, Sublicensee in their sole discretion may provide any amount complimentary VIP tickets to the Attraction per year.

Sublicensee may in their sole discretion offer an unlimited number of discounts and/or specials to local City of Bellevue residents.

14. ANNOUNCEMENTS

14.1 Brand Manager, Mattel and Sublicensee shall mutually agree to a press release associated with the announcement of the Attraction and the relationship between Mattel and Sublicensee and shall include a suitable quote from Mattel, Brand Manager and or ARM and Sublicensee. Further:

(a) Announcements made by Mattel and Brand Manager:

During the Term, Mattel and Brand Manager may, free of any obligation to obtain Sublicensee’s written approval, make any public announcements, communications and/or circulars (together the “Public Communication(s)”), in so long as any specific dates, such as Attraction Opening are approved by Sublicensee.

(b) Announcements made by Sublicensee:

During the Term, Sublicensee shall furnish all its intended Public Communication(s) (as defined in (a) above,) to Brand Manager for submittal to Mattel for approval. **Mattel’s approval must be obtained prior to any release, discussion with any media outlet, and/or distribution of the same by any media.**

14.2 In the event that Sublicensee has actual knowledge of and/or reasonable belief of the existence of a public complaint and/or health and safety issue associated with the Attraction, Sublicensee shall not under any circumstances make any press announcement or other Public Communication without Mattel’s prior written consent and in any event Sublicensee shall take on board any of Mattel’s or Brand Manager’s concerns and recommendations regarding any such Public Communication.

14.3 Customer Complaints

ARM shall be solely responsible for and will promptly and professionally handle, all consumer enquiries and complaints regarding the Attraction, in accordance with the Customer Service

Management Documents and in a manner that protects and promotes the goodwill and reputation of the Brands and Mattel. Sublicensee will record enquiries and complaints received from third parties (including consumers and governmental agencies) regarding the Attraction, including safety-related complaints and enquiries as well as any consumer experience complaints and enquiries, and will maintain all such records during the Term and for a period of not less than two (2) years following the expiration or earlier termination of the Term. During the Term and for a period of not less than two (2) years thereafter, Brand Manager reserves the right to inspect such records at any and all reasonable times and to require reasonable periodic summaries of such records from Sublicensee.

15. SPECIAL CONDITIONS

15.1 Website

15.1.1 The parties acknowledge that Brand Manager will provide an overall Brand website for Branded waterparks, wherein it will promote the Attraction referred to herein and at no cost to the Sublicensee. Additionally, if Sublicensee wishes to create a website to promote the park using the Brand names in any way, Mattel must approve such usage and may require. Sublicensee shall not register, renew, or maintain, whether in its name or another name, including Mattel's name, any main name containing the Brand, other intellectual property of Mattel, or any part or portion thereof. If Sublicensee believes, for whatever reason, that a domain name, which contains the Brand, other intellectual property of Mattel, or any part or portion thereof, should be registered, renewed or maintained, Sublicensee must make such request to Mattel and Mattel will decide, in its sole and absolute discretion, whether to comply with the request.

15.1.2 Brand Manager is the sole and exclusive owner and operator of the official Mattel Waterpark Website, excluding therefrom the Brand, Domain Name and Mattel's other intellectual property rights, and Brand Manager has sole and exclusive responsibility for management, maintenance and hosting (including the costs thereof) of the Website and use of the Domain Name during the Term. Sublicensee may own and operate a Venue Website as stated above, but shall specify on the Website that the Website and any related services are owned, operated, managed and offered by the Sublicensee, not Mattel or Brand Manager.

15.1.3 Sublicensee shall ensure that Sublicensee's Privacy Statement and Sublicensee's Terms of Use on the Venue Website, as well as a Mattel-approved legal line, shall be clearly displayed on the Venue Website at all times during the Term;

15.1.4 Subject always to Mattel's approval rights set out at Clause 8 (above), if Sublicensee creates an approved Venue Website, the Sublicensee shall manage the content and functionality of the Venue Website and use of the Domain Name, provided always that such content shall follow the latest version of any Brand style guides supplied to Sublicensee by Brand Manager and shall not bring the Brand into disrepute. Mattel may, in its reasonable discretion, require the removal, adaptation or discontinuation of any part of the Website (including functionality and/or any content posted on and/or accessible from the Website) or any use of the Domain Name, should it have any reasonable concerns about the same; provided that Mattel first accords the Sublicensee a reasonable period of time to modify or correct that part of the Website that Mattel finds objectionable.

15.1.5 Sublicensee's right and license to use a Domain Name pursuant to this Agreement does not include, and specifically excludes, the right to sub-license to third parties the use of Domain Name.

15.2 Music

In relation to any music used by Sublicensee in connection with the Attraction (including on the Website) and in any area of the Attraction, Sublicensee shall adhere to the provisions of Clause 4 of the General Terms.

15.3 Attraction Social Media Accounts

15.3.1 Should Sublicensee wish to create, manage and operate any Social Media Accounts to market and promote the Attraction ("Social Media Accounts")_then Sublicensee must submit to Brand Manager for Brand Manager and Mattel’s review and prior written approval, a full social media management plan (to include: content creation, calendar/strategy, as well as details of Sublicensee’s proposed social media management team).

15.3.2 In the event that Brand Manager authorizes Sublicensee to create, manage and operate the Social Media Accounts, then subject always to Brand Manager and Mattel’s approval rights set out at Clause 8.8 above, the content and functionality of the Social Media Accounts must at all times follow the latest version of Mattel’s style guides and shall not bring either the Brands or Mattel into disrepute. Mattel may, in its reasonable discretion, require the removal, adaptation or discontinuation of any part of the Social Media Accounts (including any content posted on and/or accessible from the Social Media Accounts), should it have any reasonable concerns about the same; provided that Mattel first accords the Sublicensee a reasonable period of time to modify or correct that part of the Social Media Accounts that Mattel finds objectionable.

AS WITNESS the hands of the duly authorized representatives of each of the Parties the day and year first before written.

SIGNED BY
For and On behalf of
PROJECT PLAY HOLDINGS, LLC.

SIGNED BY
For and On behalf of
City of Bellevue, Nebraska

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Position: _____

Position: _____

SIGNED BY
For and On behalf of
AMERICAN RESORTS MANAGEMENT, LLC.

Signature: _____

Full Name: _____

Position: _____

SCHEDULE A**Percentage of Receipts payable to Brand Manager**

Sublicensee shall pay the following Percentage of Receipts for the Attraction:

- 8% of Receipts from the Attraction including Admission Fees, Admission Ticket Package, Brand themed Secondary Spend Opportunities, all Existing or Attraction-Specific Merchandise, unless any Existing Merchandise is ordered directly from Mattel in which case the Percentage of Receipts associated with the sale of such Merchandise shall reduce to 0%.
- 3% from Food and Beverage for Year One operations, 4% for Year Two of operations and 5% for Year Three of operations.

Receipts from any sponsorship shall be payable to Brand Manager as follows:

- (a) 40% of Receipts from sponsorship of the Attraction where such sponsor is sourced and secured by Sublicensee;
- (b) 60% of Receipts from sponsorship where such sponsor is sourced and secured by Mattel or Brand Manager, with Sublicensee having approval rights over such sponsor.

Schedule B

Definitions

In this Agreement (including the Introduction and Schedules) the following words and expressions shall have the following meanings:

“Admission Fee(s)”	means any fee payable to enter the Attraction and/or any fee payable to access a particular Attraction Component, whether paid in advance or on the day. Admission Fees also include any season tickets, fast track tickets and VIP tickets.
“Admission Ticket Package”	means a packaged ticket which would permit the holder for admission and entry to the Attraction and/or an Attraction Component in conjunction with any other non-Mattel attraction and/or any other benefits or discounts.
“Affiliate”	means, in relation to any Person, any Person who controls, is Controlled by or is under common Control with the first such Person.
“Annual Operations Audit”	means the operations audit of the Attraction to be conducted by an independent third party operations auditor engaged by Sublicensee at least one month prior to Opening Date of each Attraction and thereafter not more than once in each Operating Year as referred to in Clause 9.5 of the Principal Terms.
“Annual Operating Business Plan”	means the annual business plan for the operation and management of the Attraction, developed by Sublicensee and or ARM for each applicable Operating Year and which shall include the projected operating P&L and cash flow, earnings projections and operations and capital expenditure budgets.
“Application Fee”	means the recoupable, non-refundable flat fee set out in Clause 7.1 of the Principal Terms and payable to Brand Manager for the Brand Development Services.
“Attraction”	means the standalone separately ticketed, permanent multi- Branded water park of no

less than 80,000 square feet of combined space (covering all components of the Attraction e.g the Stores, back of house etc, presented as a Mattel water park (under one name to be mutually agreed) and incorporating each of the Brands and which is developed, constructed and operated by Sublicensee at Venues based on a Master Plan. The Attraction will comprise the following: individual water-play zones themed on each of the Brands, Stores, Brand-themed food and beverage sold at a main restaurant and kiosks, Brand-themed programming (including by way of example pool parties and movie nights) all as approved in advance by Brand Manager and Mattel. Unless specified otherwise in the Agreement, any reference to the Attraction shall include the Attraction Components, as the same may be renewed or updated from time to time in accordance with this Agreement. The Attraction will be open year-round and accessible in both daytime and evening.

“Attraction Component”

means each and any individual Brand themed elements and/or areas of the Attraction including but not limited to the water play zones and the Stores.

“Attraction Operating Guidelines”

refers to all manuals, policies, procedures and guidelines (including any operations manuals or procedure guides for any Attraction Component, the CPP, the Crisis Management /Communication Procedure, the health and safety guidelines, the Customer Service Management Documents) pertaining to and developed for the operation of the Attraction, a copy of which shall be provided to Brand Manager.

“Attraction Specific Merchandise”

means bespoke merchandise, goods and products based on the Brands and which are (i) specifically developed and specifically associated with the Attraction at the Venue (including without limitation, toys, apparel, pictures, souvenirs) and as such must be branded with the name of the particular Brand which is depicted together with the Venue name and logo and (ii) permitted to

be sold at the Stores and on the Website only.

“Brand Guidelines”

means all guidelines, materials, style guides, policies, procedures, reference materials, catalogues whatsoever which are furnished or otherwise procured to be furnished by Brand Manager and Mattel to Sublicensee within 30 days of the execution of this Agreement, and establishing requirements for the reproduction, presentation and depiction of the Brands, any Brand character and the trademarks as may be amended, refreshed or updated from time to time.

“Brand Retail Kiosk(s)”

means retail kiosks themed on the Brands and located within the Attraction (and accessible only to guests of the Attraction) and which shall sell Attraction Specific Merchandise, Existing Merchandise, Other Merchandise and if approved by Mattel, Generic Merchandise and as more particularly detailed in Clause 10.1.

“Brand Retail Shop”

means a Brand themed retail shop located within a Venue and which will be accessible to both visitors of the Attraction and the general public and which will include an experiential retail element (i.e. customizable retail experience) and which shall sell Attraction Specific Merchandise, Existing Merchandise, Other Merchandise and if approved by Mattel Generic Merchandise and as more particularly detailed in Clause 10.1.

“Brand(s)”

together means Mattel, Hot Wheels, Thomas & Friends, Polly Pocket, Monster High, Barbie, Fisher Price (to include: Little People, Rock-a-stack, Xylophone, Chatter Phone, Laugh & Learn), MOTU, Mattel Games (each as defined below), including relevant trademarks, characters, logos, names and likenesses applicable thereto, and the associated intellectual property rights and goodwill of each.

“Business”

means the design, development, construction, operation, management and promotion of the Attraction and all related activities including without limitation the

sale of Merchandise, sale of Brand themed food and beverages, sponsorship relationships and exploitation of Secondary Spend Opportunities.

“Business Day”

means any day other than Saturday and Sunday or any day which is a federal legal holiday in the United States.

“Capital Expenditure Reserve”

A reserve fund established from a percentage of the gross revenues earned from the sell of tickets to the Attraction used for refreshing of the Attraction, including furniture, fixtures, attraction components and new theming.

“Consultancy Services”

means the support services provided by Mattel and Brand Manager to Sublicensee from the Effective Date and until the Opening Date of the Attraction.

“Confidential Information”

shall mean (i) the terms of this Agreement; And (ii) in respect of each Party, all information of a confidential nature in written or any other form which relates to that Party, and which has been disclosed by or on behalf of that Party, including any intellectual property Rights or business information in respect of that Party.

“CPP”

means Sublicensee’s or ARM’s Child and Vulnerable Person Protection Policy being a policy providing children and young people with appropriate protection whilst at the Attraction and mutually agreed by the Parties as part of the Attraction Operating Guidelines in line with local and statutory obligations and guidelines. The policy must state that parents must accompany children at all times in all areas of the Attraction. A final copy of the mutually agreed policy shall be provided to Brand Manager for its records prior to the Opening Date of the Attraction.

“Crisis Management/
“Communication Procedure”

means procedural guidelines which must be followed with respect to complying with any media requests for information and comment (and setting out how the

management would handle any crisis), in the event that a serious injury, accident or other unexpected event occurs at the Attraction, a copy of which shall be provided to Brand Manager as part of the Attraction Operating Guidelines.

“Customer Service Management Documents” means Sublicensee’s and or ARM’s documented customer service policies and procedures covering the management of customer enquiries and complaints associated with the Attraction and Admission Fees (to include a customer service Q&A document which sets out standard customer service responses to typical customer enquiries).

“Definitive Project Documents” refers to the Master Plan, the Project Timeline, the business plan for the Attraction and such other documents as may mutually be agreed by the Parties and on which the Attraction will be developed and constructed.

“Direct Competitor” means a children’s, toy, or baby gear company, designer, manufacturer or wholesale distributor, including, without limitation, the following companies and their products, services, and brands: MGA Entertainment, JAKKS Pacific, The Lego Group, Hasbro, Vtech Holdings (electronic learning products only), Spin Master, Jazwares, LLC, LeapFrog Enterprises, and Graco Children’s Products, and such other companies which Mattel identifies as a competitor from time to time during the Term.

“Domain Name” the domain name for the overall Brand waterpark Website developed and managed by Brand Manager and ARM.

“Escalation Procedure” means the escalation procedure as set forth in Clause 12 of the General Terms.

“Event of Force Majeure” means any cause preventing either party from performing any or all of its obligations, which arises from or is attributable to acts, events, omissions or accidents beyond the control of the party so prevented, including, without limitation,

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination;
- (e) fire, explosion or accidental damage;
- (f) loss at sea;
- (g) interruption or failure of utility service (in excess of 24 hours), including but not limited to electric power, gas or water;
- (h) general strikes, lockouts or labour actions that in each case are industry-wide in nature, and are not directly solely at any Party;
- (i) pandemic and any associated local, state or federal government stay at home orders (or the local equivalent);

provided that such event or circumstance is not directly or indirectly due to the fault or negligence of the Party seeking to rely thereon.

“Existing Merchandise”

means all licensed products and merchandise based on the Brands which is available from time to time either through Mattel directly or through a Mattel authorized licensee, other than Attraction Specific Merchandise.

“Expected Opening Date(s)”

shall mean the expected opening dates for the Attraction.

“Generic Merchandise”	means generic merchandise (i.e. merchandise which is not associated with either Mattel or any Brand). Sublicensee may sell Generic Merchandise in the Brand Retail Shop and Brand Retails Kiosks in its reasonable discretion, provided that it maintains the 75% requirement set out in Clause 10.1 and does not sell any Generic Merchandise that would bring the Attraction, Mattel, and/or the Brand(s) into disrepute.
“Late Opening Fee”	has the meaning set out in Clause 5.3. above.
“Mattel Indemnatee(s)”	has the meaning as set out in Clause 10.6 of the General Terms.
“Losses”	means any and all liabilities, obligations, losses, damages, settlements, deficiencies, demands, actions, proceedings, investigations, penalties, costs, expenses and disbursements (including reasonably incurred costs, fees and expenses of attorneys and other professionals, and reasonably incurred costs of investigation);
“Master Plan”	means the conceptual design and master planning documentation for the Attraction (including designs for the Brand themed restaurant, food and beverage kiosks, food and beverage offering and the Stores), developed by Sublicensee and approved by Brand Manager and Mattel in accordance with this Agreement and which will be substantially followed for each Attraction.
“Mattel”	means the company that owns the Brand(s) as defined above and which may also be included in the definition of Brand(s).
“Mattel Games”	means the following games brands owned or controlled by Mattel, Inc: Uno, Pictionary, and Magic 8 Ball.
“Merchandise”	means, collectively, the Attraction Specific Merchandise, Existing Merchandise, Other Merchandise and Generic Merchandise.
“Milestones”	means the milestones as identified by the Parties which are crucial for the design,

	development and construction of the Attraction and the associated timelines for such milestones shall be agreed in accordance with Clause 9.1.
“MOTU”	means He-Man and the Masters of the Universe.
“Opening Date”	means the actual date on which an Attraction is first officially opened to the fee-paying public.
“Operating Affiliate”	means an entity that is directly or indirectly controlled by, or is under common control with, Sublicensee and is licensed by Brand Manager to operate a specific Attraction at a specific Venue in accordance with the provisions of Clause 4.1.8(b) above.
“Operating Year”	means any twelve calendar month period during the operating phase (i.e. the period from the Opening Date until the end of the Term) commencing from 1 st January of a relevant year to the 31 st December of that year, other than with respect to the first and last year of the Term, where the Operating Year shall be pro rated accordingly.
“Other Merchandise”	means, other than merchandise associated with the Brands, any authorized merchandise associated with any Mattel-owned brands (whether owned itself or through a wholly owned subsidiary).
“Percentage of Receipts”	means the percentage of Receipts that is payable by Sublicensee to Brand Manager, as set out in Schedule A.
“Photograph”	means any photograph sold to members of the public featuring visitors to the Attraction.
“Project Timeline”	means the detailed timelines identifying and setting out the list of activities and actions with respect to the implementation of the project to be mutually agreed by the Parties in connection with the design, development and construction of the Attraction.
“Public Communication(s)”	has the meaning set out at Clause 14.1(a) above.

“Quarterly Accounting Period”	means every three (3) calendar month period ending on 31 March, 30 June, 30 September and 31 December in each calendar year during the years in which the Attraction is open and operating.
“Receipts”	means all and any actual revenue earned by Sublicensee (and any Contractors and/or Operating Affiliates acting under the authority of, or in connection with, the rights granted under this Agreement) from the exploitation of the rights granted to Sublicensee under this Agreement from (i) Admission Fees, (ii) Admission Ticket Packages, (iii) Themed Party Room fees, (iv) sponsorships associated with the Attraction, (v) the sale of Merchandise (specifically excluding Existing Merchandise, Other Merchandise, and Generic Merchandise), (vi) the sale of Brand themed food and beverages including from on-premise leased vendors and one-off events, (vii) insurance proceeds specifically attributable to lost revenue or profit due to interruption of the Business and/or operations of the Attraction, and (viii) any Secondary Spend Opportunities less sales, excise and/or use taxes, credit card commissions, and ticket refunds. No deductions shall be made from Receipts for internal costs or allocation of revenues between or among the Sublicensee and any other parties involved in the operation of the Attractions (including for the avoidance of doubt any Operating Affiliate).
“Secondary Spend Opportunities”	means any new consumer spending opportunities within the Attraction to be mutually developed by Parties including but not limited to: Themed Party Rooms, private events, cabana rental, Photographs, special and live events, advertising on the Website, visitor car parking fees at the Venues, each as may be mutually agreed by the Parties. Unless mutually agreed otherwise at the time, Secondary Spend Opportunities shall not cover opportunities related to Admission Fees, sponsorship, Merchandise, Brand-themed food and beverages.

"Schedule of Work"	means a schedule setting out any proposed repairs, maintenance, redecoration, replacements or updates to the Attraction as agreed by the Parties as a result of the formal findings and report following the conduct of the Annual Operations Audit and as referred to in Clause 9.5.1.
"Stores"	together means the Brand Retail Store and the Brand Retail Kiosks.
"Term"	has the meaning as set out in Clause 5.1.1.
"Ten Year Operating Period"	has the meaning set out in Clause 5.1.3.
"Themed Party Rooms"	means any Brand themed party room at the Attraction or, with Brand Manager's prior approval, in other parts of the Venue, which are hired out to the public for a fee.
"Territory"	200 mile radius of the Attraction address.
"Venue"	means the Mattel approved venue in the Territory (whether at an existing venue or at a new build venue) within which the Attraction will be located. The venue may be a standalone venue or a venue within a larger venue or resort). As at the date of this Agreement, the Attraction will be at a 15575 Bayfront Boulevard, Bellevue, Nebraska 68123 which has been approved by Mattel upon the signing of this Agreement.
"Website"	The dedicated Brand website for the Attraction at the Domain Name intended to promote the overall Branded waterparks, including the Venue herein, which will promote and market the Attraction.
"Venue Website"	A website developed and owned by the Sublicensee promoting other elements of the Venue which may include the Venue, but may not include the Brands in the name of the Venue Website URL and any Brands, unless approved by Brand Manager, which shall not be unduly withheld and is required for overall consistency and Brand integrity.

SCHEDULE C

GENERAL TERMS

1. DEFINITIONS.

1.1 In these General Terms (also referred to as the

“**Terms**”) the following definitions shall apply: “**Agreement**” means the Principal Terms, the Terms together with the attached Schedules; “**Mattel**” collectively means Mattel, Inc. and Thomas Licensing LLC; “**Brand Manager**” means **Project Play Holdings, LLC** “**ARM**” means **American Resort Management, LLC**; and “**Sublicensee**” means City of Bellevue, Nebraska.

1.2 Any defined terms, unless otherwise defined

shall carry the meaning given in the Principal Terms and Schedule B.

1.3 In the event that there is a conflict between the Terms and the Principal Terms, the Principal Terms shall take precedence.

2. INTELLECTUAL PROPERTY AND GOODWILL.

2.1 As referred to in the Principal Terms, no property, license, permission or interest of any kind in or to the use of any of the Brand(s) owned or used by Mattel is or is intended to be given, licensed or transferred to or acquired by Sublicensee or otherwise transferred, licensed or assigned by Mattel to any third party by the execution, performance or non-performance of this Agreement or any part thereof. All rights not expressly granted to Sublicensee in this Agreement are reserved to Mattel.

2.2 (a) Sublicensee shall ensure that any and all intellectual property or other right or materials which are created by virtue of this Agreement or in connection with the Attraction (including any permitted additions, changes, adaptations, modifications, versions or re-versions thereof) which use the Brand(s) (i.e. are

not generic in nature) and/or are otherwise derived in any way from the Brand(s) as a result of the exercise of Sublicensee’s rights under this Agreement, including any Master Plan, scripts, sketches, drafts, Brand themed formats for classes (if any), notes, concepts, ideas, suggestions, character and characterisations, Music, designs, props, costumes, or any literary, artistic or dramatic work created (together, “Created Materials”) shall become the sole and exclusive property of Mattel. Sublicensee hereby with full title guarantee grants and assigns (where appropriate by way of present assignment of future copyright) or (in any other case) with full title guarantee all, designs, copyright or other intellectual property and other rights (including all goodwill) in and to any Created Materials throughout the world in all media now known or hereafter invented for the full period of such intellectual property rights and other rights (including any renewals, reversions, revivals and extensions thereof) and thereafter (insofar as may be or become possible) to Mattel in perpetuity, without restriction or use payment obligations, to (but only to) the full extent of Sublicensee’s rights in such Created Materials, and subject only to the right of Sublicensee to use and exploit the same in connection with the Attraction and in accordance with the terms of this Agreement. Sublicensee shall execute, and, to the extent of Sublicensee’s rights and ability, cause third parties contributing to the Created Materials to execute, such further documents reasonably required by Mattel to effectuate and confirm Mattel’s rights in the Created Materials. Sublicensee and Mattel hereby waive in favour of Mattel all moral rights or any other rights of similar nature which Sublicensee is or may or at any time hereafter become entitled to in or in

relation to the Created Materials under the laws of any jurisdiction.

- (b) Mattel confirms and agrees that, save in relation to Mattel's marketing and promotion of the Attraction which will not be subject to the provisions of this Clause 2.2(b), during the Term and in the Territory only, Mattel will not use or licence any third party to use the Created Materials in the Territory without (i) obtaining Sublicensee's prior written approval (such approval shall not be unreasonably withheld or delayed) and (ii) once approved in principle by Sublicensee, paying to Sublicensee a mutually agreed reasonable use fee (to be negotiated in good faith on a case by case basis at the time).

2.3 Sublicensee shall ensure that any third party who contributes to or creates any Created Materials for Sublicensee shall be engaged on a work for hire, full buyout basis and shall formally assign the copyright and all other intellectual property rights to Mattel, and agrees that no further use fees shall be payable in respect of such Created Materials.

2.4 Sublicensee undertakes to Brand Manager that, upon Brand Manager's request, Sublicensee shall promptly provide to Brand Manager a copy of the assignments referred to in Clause 2.3 (above).

2.5 Sublicensee shall refrain from doing anything which would reasonably be expected to bring the Attraction, Mattel, and/or the Brand(s) into disrepute.

2.6 Each Party agrees that it shall in no way contest or deny the validity of, or the right or title of the other Party in or to any trademark, trade name, color combination, insignia or device, of the other by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the Term of this Agreement. In addition,

during the Term of this Agreement no Party shall utilise any such trademark, trade name, colour combination, insignia or device in any manner which would diminish its value or harm the reputation of any other Party.

2.7 Sublicensee undertakes and agrees that it will only use and/or exploit the Brand(s) (and for the avoidance of doubt the associated intellectual property rights) in accordance with the terms of this Agreement.

2.8 Reserved.

3 INFRINGEMENTS AND ADVERSE CLAIMS

3.1 If during the Term, Sublicensee becomes aware of any infringement or suspected infringement of any of the intellectual property rights associated with the Brand(s) in the Territory and relating to the Attraction and/or which could impact the Attraction (each an "Unauthorized Use") Sublicensee shall as soon as practicable notify Mattel in writing giving the particulars of the Unauthorized Use as may be available in the circumstances.

3.2 Mattel shall be responsible for and shall take all reasonable steps to prevent the Unauthorized Use and shall keep Sublicensee informed of the nature of the steps it takes and its progress in preventing the Unauthorized Use.

3.3 If called upon in writing by Mattel, Sublicensee shall, at the cost and expense of Mattel, provide all reasonable assistance and cooperation that Mattel may require in the conduct of any action in relation to an Unauthorized Use (including becoming a party to any action or proceeding, the provision of documentation, information and evidence and making relevant personnel available).

4. MUSIC LICENCES

4.1. In relation to any music included in any area of the Attraction, Sublicensee will be responsible (at its own expense) for paying

performing rights fees required by any performing rights societies in the Territory and for obtaining any appropriate licences from the same together with such other licences, consents, approvals (as may be required) and payment of the associated fees (including without limitation any public performance licences, fees or payments) due in connection with the public performance, use, transmission and any other exploitation of all musical compositions and/or sound recordings used in connection with the Attraction and Website. Sublicensee undertakes, at its own expense, to obtain the same prior to the performing, use, transmission, recording, filming and any other exploitation of any such musical compositions and/or sound recordings in connection with the Attraction and Website (if any).

4.2 In the event that Sublicensee wishes at its sole election to use any music within the Attraction and/or on the Website (if any) which is music that is associated with the Brand but owned or managed by a third party, then Mattel shall insofar as reasonably practicable, assist Sublicensee (but without incurring any costs) with obtaining the necessary rights for Sublicensee to use and exploit that third party owned or managed music during the Term.

5. CALCULATION OF RECEIPTS

~~Receipts for each Quarterly Accounting Period or Operating Year shall be calculated by ARM Sublicensee based on all and any actual revenue earned by Sublicensee after application of any individual or package discounts from published admission prices, including Admission Ticket Package discounts (if any), and any seasonal, annual pass or other promotional discounts, and after deduction for any value added taxes and any refunds on Admission Fees and all insurance proceeds (other than insurance proceeds specifically attributable to lost revenue or profit due to interruption of the Business and operations of the Attraction which shall be treated as Receipts).~~ Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

6. ACCOUNTING AND PAYMENT.

6.1

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

6.2

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

6.3

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

6.4

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

6.5

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

7. LATE PAYMENT

Brand Manager reserves the right to charge interest at a rate of twelve per cent (12%) (or the maximum rate permissible by law if less than the foregoing) on all overdue monies payable pursuant to Clause 7 of the Principal Terms. Interest shall accrue and be on a daily basis (both before and after any judgement) for the period from the due date for payment until the date of actual payment. Brand Manager's right to interest on late payments pursuant to this paragraph, however, shall not preclude Brand Manager from exercising any of its other rights or remedies pursuant to this Agreement or otherwise with regard to Sublicensee's failure to make timely remittances (save where the late remittance is through no fault of Sublicensee).

8. ACCOUNTING RECORDS AND RIGHTS OF INSPECTION

8.1 Sublicensee shall (and shall ensure that any Brand Manager approved Operating Affiliate shall) keep and maintain (during the Term and for at least six (6) years after expiry or earlier termination of this Agreement) full, proper and accurate books of account and records relating to this Agreement and the exploitation of its rights under this Agreement. Brand Manager

and Mattel or its representative shall have the right not more than once a year during normal business hours and on reasonable notice to inspect and take copies of such books of account, records and other documents and materials relating to this Agreement in the possession or under the control of Sublicensee and any Operating Affiliate.

8.2 In the event that an audit or inspection reveals any deficiency in monies paid to Brand Manager under this Agreement in accordance with the provisions of Clause 8.1 of the General Terms (above), Sublicensee shall immediately make payment of the outstanding sums, together with interest (at the rate set out in Clause 7 of the General Terms (above)), from the date such amount became due until the date of payment. If the deficiency is in excess of five per cent (5%) of the amounts actually due and owing to Brand Manager in any Quarterly Accounting Period or Operating Year (as the case may be), Sublicensee shall reimburse Brand Manager for the cost of the audit or inspection referred to in this Clause 8.2.

8.3 For the avoidance of doubt Sublicensee's records that Brand Manager and Mattel shall have the right to inspect as part of any audit in accordance with the provisions of Clause 8.1 of the General Terms (above), shall include (but not limited to, attendance records at the Attraction, gate receipts, store receipts, supplier contracts, invoices, price lists, master SKU lists, journals and other postings related records, product approval documentation, payment documentation, all correspondence related to this Agreement, general ledger accounts, shipping documents, production records, purchase invoices, selling invoices, and purchase orders and shall include all such information held or maintained in electronic format.

9. REPRESENTATIONS AND WARRANTIES

9.1 Brand Manager represents and warrants to Sublicensee and Sublicensee represents and warrants to Brand Manager, as of the Effective Date, as follows:

9.1.1 It has full power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby;

9.1.2 The making of this Agreement does not, and during the Term will not, violate or conflict with any agreements, rights or obligations binding on or affecting Brand Manager or any member of its group of companies;

9.1.3 This Agreement has been duly and properly authorized, executed and delivered by Brand Manager and constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms; and

9.1.4 There is not pending or, to its knowledge, threatened against it any action, claim or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that draws into question, or is likely to affect, the legality, validity or enforceability of this Agreement or either party's ability to perform its obligations under this Agreement.

9.2 Sublicensee represents and warrants that as of the Effective Date:

9.2.1 It will only use the Brand(s) and the associated intellectual property for the purposes authorized by this Agreement;

9.2.2 will not attack the ownership of Mattel in and to the Brand(s) and the associated intellectual property pertaining thereto;

9.2.3. It will have no claims against Brand Manager or Mattel for any damage to property or injury to persons arising out of or in connection with the Attraction and the operation

of the Attraction save for matters attributable to the wilful default or gross negligence of Brand Manager or Mattel;

9.2.4 It will not in connection with its conduct of the Business prejudice, harm, misuse or bring into disrepute Mattel, the Brand(s) and the associated intellectual property;

9.2.5 No part of the Attraction or related promotional material (other than material furnished by Brand Manager or Mattel for Sublicensee's use in connection with the Attraction under this Agreement) shall infringe the rights of any third party;

9.2.6 At each Opening Date, the Attraction and all elements of the Attraction shall be as approved by Mattel in accordance with the provisions of this Agreement;

9.2.7 It shall not, nor shall it permit any third party to, sell, market, or use, for any purpose whatsoever, any Merchandise and packaging material relating thereto which are damaged, defective, seconds or otherwise substandard; and

9.2.8 In addition to Sublicensee's representations and warranties (in Clause 11.4 of these General Terms (below)), all elements of the Attraction shall comply with all applicable laws, regulations, rules, guidelines, voluntary industry standards and the applicable safety standard or code, and shall bear any necessary safety marks.

9.2.9 Sublicensee has no reason to believe in good faith that any of the foregoing representations and warranties by it will cease to be true during the Term (or any agreed extensions to the Term).

9.2.10 Sublicensee further warrants and represents that Sublicensee (nor any person who performs services for or on behalf of Sublicensee) has not and will not, permit or authorize or offer, promise or give any person, nor has requested, agreed to receive or accepted from any person (whether for itself or on behalf of another person either directly or indirectly) any advantage (financial or otherwise) which constitutes an illegal or corrupt practice under any applicable laws, rules, regulations, ordinances or mandatory codes of conduct including without limitation the Foreign Corrupt Practices Act in the US (the "Anti-Corruption Obligation"). Sublicensee shall at all times: (a) maintain strict compliance with the Anti-Corruption Obligation and with all applicable anti-bribery and corruption laws; (b) monitor any person who performs services for or on behalf of Sublicensee to ensure their compliance with the Anti-Corruption Obligation; and (c) co-operate fully with Brand Manager with respect to any concerns that Brand Manager may have in relation to Sublicensee's (or any person who performs services for or on behalf of Sublicensee) compliance with this Clause 9.2.10 and if requested provide Brand Manager or Mattel with access to and copies of correspondence and/or documents relating to the same.

9.3 Brand Manager represents and warrants that as of the Effective Date that:

9.3.1 It has the right to grant the rights granted herein and that Sublicensee's exercise of the rights granted hereunder will not violate, misappropriate or infringe any right of publicity, right of privacy, copyright, trademark or other proprietary right of any person or entity;

9.3.2. the rights granted to Sublicensee under this Agreement do not infringe, violate or misappropriate the rights of any third party in any way;

9.3.3. Brand Manager has no reason to believe in good faith that any of the foregoing representations and warranties by it will cease to be true

during the Term (or any agreed extensions to the Term).

10. LIABILITY AND INDEMNIFICATION

10.1 Each Party shall be liable to the other Party if such other Party or the other members of its group of companies suffers Losses to the extent that such Losses arise as a result of the Party's breach of this Agreement.

10.2 No Party shall be liable to the other Party under or in connection with this Agreement to the extent that that Party is unable to perform its obligations resulting directly from the other Party being in breach of this Agreement.

10.3 Nothing in this Agreement shall operate to exclude or restrict any Party's liability for:

- death;
- personal injury caused by its wilful default or gross negligence;
- fraud or fraudulent misrepresentation; or
- any other matter in relation to which it would be illegal for that Party to exclude or attempt to exclude its liability.

10.4 The Parties shall each use their respective reasonable endeavours to mitigate any losses they may suffer or incur.

10.5 In no event shall either party be liable to the other for indirect, incidental, consequential, reliance, punitive, or special loss or damages of any kind.

10.6 Sublicensee shall hold harmless, defend and indemnify Brand Manager and ARM including (its parent, subsidiaries and affiliates), directors, officers, employees, agents, representatives, successors and permitted assigns (each a "Brand Indemnitee" and collectively the "Brand Indemnites") from and against all claims arising out of or related to or incurred by reason of or in connection with the Attraction, the creation, development, construction, management and operation of the Attraction, under or relating to this Agreement, except to the extent such claims result directly from Brand Manager's breach of this Agreement, including, without

limitation, Clause 9.3. This indemnity shall also cover the following: (i) breach by any Contractor or any Manufacturer of any requirements set forth in this Agreement applicable to such Contractor or Manufacturer; (ii) failure of any Contractor to comply with any applicable laws or safety standards; (iii) any breach of this Agreement by Sublicensee, (iv) the inaccuracy of any representation or warranty made by Sublicensee; (v) any act of gross negligence by Sublicensee in the performance of its obligations under this Agreement or (viii) any infringement of the proprietary rights of any third party caused solely by the wilful default or gross negligence of Sublicensee.

10.7 Brand Manager shall hold harmless, defend and indemnify Sublicensee (its parent, Controlled subsidiaries and affiliates), Sublicensee's directors, officers, employees, agents, representatives, successors and permitted assigns (each a "Sublicensee Indemnitee" and collectively the "Sublicensee Indemnites") from and against all claims arising out of or related to or incurred by reason of or in connection with (i) any breach of this Agreement by Brand Manager, (ii) the inaccuracy of any representation or warranty made by Brand Manager; (ii) any negligent act or omission by Brand Manager in the performance of its obligations under this Agreement or (iv) any infringement of the proprietary rights of any third party caused solely by the wilful default or gross negligence of Brand Manager, in each case, except to the extent such claims result directly from Sublicensee's breach of this Agreement, including, without limitation, Clause 9.2.

10.7 Nothing in this Agreement shall preclude the right of a non-defaulting Party to seek an order for specific performance as a relief or remedy for any failure or breach of this Agreement by the other Party.

10.8 Vicarious Liability. Without limiting any of the other terms and conditions of this Agreement, Sublicensee will be vicariously liable for any misuse of the Brand and/or any other breach of the requirements

set forth in this Agreement by a Contractor, Manufacturer, an Operating Affiliate or other Person acting for or on behalf of Sublicensee in connection with this Agreement, including Sublicensee's affiliates, employees, contractors, vendors, agents and representatives. Any breach of the requirements set forth in this Agreement by any such Contractor, Manufacturer, Operating Affiliate or other Person will constitute a material breach by Sublicensee of this Agreement. In addition to any other costs or damages, Sublicensee will pay all reasonable and actual costs (including administrative costs and attorneys' fees, expenses and court costs) incurred by Brand Manager or Mattel in connection with investigating or taking any actions against any such Contractor, Manufacturer, Operating Affiliate or other Person: (a) in order to prevent any misuse of the Brand, and/or (b) otherwise to enforce any of the provisions of this Agreement.

11. INSURANCE AND STATUTORY OBLIGATIONS

11.1

Section to be negotiated within sixty (60) days of full execution of Sub-License Agreement.

12. GOVERNANCE AND ESCALATION PROCEDURE

12.1 Brand Manager and Sublicensee shall each appoint a representative to be such Party's first point of contact in relation to any day-to-day issues arising out of, or in connection with, this Agreement. Each Party may replace its representative with a person of equivalent seniority from time to time on written notice to the other Party.

12.2 In the event of any dispute, controversy or claim arising between the Parties out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), the Parties will actively seek to resolve the Dispute and find an amicable solution, involving senior management as necessary. If the Parties do not reach a solution within thirty (30) days (or

longer if mutually agreed between the Parties at the time) then the Dispute shall be finally settled as referred to in Clause 13 of the General Terms (below).

13. GOVERNING LAW

THIS AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEBRASKA WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS OF THE STATE OF NEBRASKA AND EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

14. TERMINATION

14.1 Without prejudice to any other rights or remedies which Brand Manager or Mattel may have either pursuant to the terms of this Agreement (including Mattel's right to terminate under Clause 15 (Force Majeure) of the General Terms), or otherwise at law or in equity, Mattel has the following termination rights (in the event of which termination Mattel and Brand Manager will have no liability to Sublicensee):

14.2 Brand Manager's Right to Terminate on Thirty (30) Days' Notice. Brand Manager shall have the right to terminate this Agreement effective on thirty (30) days' prior written notice to Sublicensee, under any of the following circumstances, provided that during the thirty (30) day notice period, Sublicensee fails to cure the default to the reasonable satisfaction of Mattel:

- (ii) For any Attraction, Sublicensee fails to make timely payments more than twice in an Operating Year according

to the terms and conditions of this Agreement; or

- (iii) Sublicensee fails to timely correct any material health or safety violation or rectify any unsafe condition at any Attraction;

14.3 Brand Manager's Right to Terminate on Sixty (60) Days' Notice. Brand Manager shall have the right to terminate this Agreement effective on sixty (60) days' prior written notice to Sublicensee under any of the following circumstances, provided that during the sixty (60) day notice period, Sublicensee fails to cure the default to the reasonable satisfaction of Brand Manager and or Mattel:

- (i) Sublicensee is in breach of any of its material obligations under this Agreement (other than the specific obligations referred to separately in Clause 14.2 (above)) including but not limited to, a breach of Sublicensee's obligations associated with the management, maintenance and operation of the Attraction and any other breach of its obligations under this Agreement including for the avoidance of doubt, any material deviation by Sublicensee during the Term from Mattel approved overall concept for the Attraction, approved depiction of the Brand(s) in the Attraction, and/or approved overall design of the Attraction; provided, however, and notwithstanding anything to the contrary in the foregoing, if the breach alleged by Brand Manager is one which is not reasonably practicable in the circumstances to cure within sixty (60) days, but Sublicensee diligently and earnestly pursues such cure,

Brand Manager shall give Sublicensee an additional sixty (60) days to effect such cure.

14.4 Either party may terminate this Agreement immediately upon written notice to the other party:

if the other Party (the "Affected Party") is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the legal entity resulting from such reconstruction or amalgamation shall agree to be bound by and assume the obligations of the Affected Party under this Agreement) or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed of a material part of its assets, or ceases for any reason to carry on business, or takes or suffers any similar action which results in the inability to pay its debts (or if anything analogous to any of the above events occurs to the Affected Party).

14.5 Upon termination of this Agreement by Brand Manager in the circumstances referred to in Clauses 14.2 and 14.3 of the General Terms, and provided Brand Manager or Mattel is not the defaulting Party, Sublicensee shall pay to Brand Manager (i) for any then outstanding amounts due and payable to Brand Manager under the terms of this Agreement as at the date of termination (including by way of example any unpaid Receipts or Late Opening Fees.

14.6 Save as otherwise agreed, termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and each party will remain entitled to enforce any claim against the other arising

from any breach of this Agreement that occurred before the date of termination.

14.7 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

14.8 Upon the expiry of the Term or earlier termination of this Agreement, Sublicensee shall:

14.9.1 cease all use of the Brand(s) and associated logos, trademarks or any associated characters, and remove from the Attraction all theming elements that could reasonably be associated with the Brand(s) which are in existence as at the date of termination and provide Brand Manager with evidence of the same if requested;

14.9.2 at Mattel or Brand Manager election, deliver up to Brand Manager or destroy, all advertising and/or promotional material prepared in connection with the Attraction previously authorized by Mattel and or Brand Manager together with any additional material relating thereto from time to time affixed to the Attraction;

14.9.3 remove any material relating to the Attraction and/or the Brand(s) from the Website;

14.9.4 refrain from any action that would or may indicate any relationship with Mattel or the Brands;

14.9.5 destroy or remove from display or permit Brand Manager or its nominee to destroy or remove from display and retain, in each case as soon as reasonably practicable

from the date of termination, all signage, tooling and other items or materials which include, contain, incorporate, embody or bear any of the Brand(s) or associated trademarks.

14.10 Upon termination of this Agreement or expiry of the Term, the following provisions would apply in respect of Merchandise:

(a) in respect of Attraction Specific Merchandise, the Parties shall 6-8 months prior to expiry of the Term (but in the case of early termination, then these discussions shall be at Brand Manager's discretion), discuss and agree a window of between 3-6 months during which Attraction Specific Merchandise may be sold by Sublicensee at whatever price is necessary in order to clear stock and thereafter any surplus stock may either be given away for free for charitable purposes (e.g. to hospitals) or Sublicensee may elect to dispose of the same (without any charge). For the avoidance of doubt no surplus Attraction Specific Merchandise may be sold in the open market. As referred to in Clause 10.4 above, with respect to any Attraction Specific Merchandise purchased by Sublicensee through Mattel, should any such Attraction Specific Merchandise remain in Mattel's warehouse uncollected on expiry or any early termination of this Agreement, then Mattel may at its discretion destroy such Attraction Specific Merchandise and in the event

of destruction, Sublicensee shall reimburse Mattel for all costs incurred in destroying such Attraction Specific Merchandise within 10 days of destruction.

- (b) in respect of Existing Merchandise and Other Merchandise, (i) Mattel shall first be required in good faith to use its reasonable endeavours to broker and/or mediate an agreement by which Sublicensee's inventory in respect of such Existing Merchandise and/or Other Merchandise can be sold to other existing distributors, or agents or sales channels dealing with Existing Merchandise and/or Other Merchandise failing which, to allow Mattel to sell or dispose of the Existing Merchandise and/or Other Merchandise through such reasonable means and sales channels as may be reasonably approved by Mattel (ii) in the event such Existing Merchandise and/or Other Merchandise is not sold or disposed off by the means set out in sub paragraph (i) above, the Parties shall in good faith mutually agree on a solution to allow the sale and disposal of the Existing Merchandise and/or Other Merchandise taking into account the legitimate interest of Sublicensee to require the sale or disposal of the same.

15. FORCE MAJEURE

15.1 If, by reason of an Event of Force Majeure, either Party shall be delayed in or prevented from performing any of their obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or

damage shall be claimed by either of the Party from the other by reason of the Event of Force Majeure, provided that, if the Event of Force Majeure continues for a continuous period of 180 (one hundred and eighty) days during the Term or an aggregate of one hundred and eighty (180) days within any calendar year, either party shall be entitled by notice in writing to the other to terminate this Agreement insofar as the terminating Party is of the reasonable opinion that the Event of Force Majeure is unlikely to be resolved or otherwise addressed within 90 days from the date of such notice.

15.2 If a Party is unable to perform (or is delayed in performing) its duties and obligations under this Agreement due to an Event of Force Majeure, it shall:

2 promptly give written notice to the other Party of the relevant Event of Force Majeure, which notice shall set out full details of the relevant Event of Force Majeure, its impact and likely delay; and

3 use all reasonable endeavours to minimise the impact of the delay and to resume performance of the affected duties and obligations.

The affected Party shall only be relieved of the affected duties and obligations for as long as the Event of Force Majeure continues.

16. CONFIDENTIALITY

16.1 General Duty of Confidentiality

16.1.1 Each of the Party shall, and shall procure that its parent, subsidiaries, affiliates, and its and their respective officers, employees, and representatives shall, keep confidential both during and after the Term the Confidential Information.

16.1.2 Clause 16.1 does not apply to information:

- (a) which shall after the date of this Agreement have become published or otherwise generally available to

the public, except in consequence of a breach by the recipient Party of the obligation in Clause 16.2;

- (b) to the extent made available to the recipient Party by a third party who is entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other Party;
- (c) which has been disclosed under an express statement by the disclosing Party that it is not confidential;
- (d) to the extent required to be disclosed by any applicable Law or by any recognised stock exchange or governmental or other regulatory or, supervisory body or authority of competent jurisdiction to whose rules the Party making the disclosure is subject, whether or not having the force of law;
- (e) to the extent which the same has been independently developed by the recipient Party otherwise than in the course of the exercise of that Party's rights under this Agreement or the implementation of this Agreement; or
- (f) disclosed to any applicable tax authority to the extent required by legal obligation.

16.2 DISCLOSURE OF CONFIDENTIAL INFORMATION

16.2.1 Either Party may disclose Confidential Information to its employees, agents, suppliers, Contractors, vendors, provided that:

- (a) the disclosure is reasonably required for the performance of the disclosing Party's obligations or the

exercise of its rights under this Agreement;

- (b) the disclosing Party informs the recipients of the confidential nature of the Confidential Information; and
- (c) the disclosing Party ensures compliance by the recipient with such duty of confidentiality as set out herein, and the disclosing Party shall be responsible for breaches hereof by their respective recipients.

16.2.2. Either Party may disclose Confidential Information to its advisors, bankers, financiers, owners/equity holders provided that:

- (a) the disclosing Party informs the recipients of the confidential nature of the Confidential Information; and
- (b) the disclosing Party ensures compliance by the recipient with such duty of confidentiality as set out herein.

16.2.3 Each Party may disclose Confidential Information to the other members of its group of companies and regulators, bankers, financiers or other similar persons for the general corporate and reporting activities of its group of companies, provided that such recipients are bound by obligations of confidentiality not less stringent than those contained in this Agreement.

16.2.4 A Party required to disclose any information in the circumstances set forth in Clause 16.2 shall, to the extent it is lawfully permitted to do so, notify the other Party of the information to be disclosed (and of the circumstances in which the disclosure is to be required) in so far as practicable before such disclosure is to be

made and shall take all reasonable action to avoid and limit such disclosure.

16.2.5 Each Party may seek a protective order or other remedy to prevent disclosure of information in the circumstances set forth in Clause 16.2. The other Party shall fully cooperate with any application for a protective order or other remedy (provided always that there is no legal restriction preventing such co-operation) at the cost of the Party making the application.

17. US TRADING WITH THE ENEMY ACT

Sublicensee acknowledges and agrees that some or all of the rights granted herein may be subject to certain restrictions and/or prohibitions under U.S. Trading With The Enemy Act, to the authority of the U.S. Office of Foreign Assets Control and/or governed by the U.S. Department of Commerce anti-export or foreign investment rules and regulations (together the "U.S. Anti-Export Laws and Regulations"). Sublicensee understands and agrees at all times to comply with the U.S. Anti-Export Laws and Regulations and any and all such restrictions and/or prohibitions relating thereto, including but not limited to any restrictions and/or prohibitions associated with licensing into specific territories and /or associated with the licensing of intellectual property rights and/or to the export and re-export of products. The terms of this Agreement and the grant of rights hereunder at all times shall be expressly subject to, governed by and construed in accordance with all such applicable rules, regulations, prohibitions and restrictions.

18. NO ASSIGNMENT

This Agreement and the rights contained herein may not be assigned by SUBLICENSEE to any other person or entity, either voluntarily, involuntarily, or by operation of law, without MATTEL'S prior written consent and Mattel may as part of providing that approval require a one off fee to be paid by Sublicensee. A change in control or a change in the majority ownership of Sublicensee, or a

material change in the management of Sublicensee, shall also constitute an assignment of the rights under this paragraph requiring Mattel's prior approval.

19. NO PARTNERSHIP

19.1 Nothing contained in or implied by this Agreement is intended to or will create any partnership or joint venture between the Parties and nothing in this Agreement shall make one party the agent of the other with the power to bind the other in respect of any of the rights and duties in this Agreement.

19.2 . If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement. The Parties shall meet to negotiate in good faith to agree a valid, binding and enforceable substitute provision or provisions, (if necessary with reconsideration of other terms of this Agreement not so affected) so as to re-establish an appropriate balance of the commercial interests of the Parties.

20. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement, so that each provision is severable from each other provision.

21. NOTICES

21.1 Notice Requirements

A notice under or in connection with this Agreement (a Notice):

- (a) shall be in writing;
- (b) shall be in the English language;
- (c) shall be sent by first-class pre-paid post, recorded delivery, facsimile transmission or hand delivered to the address (or in the case of a facsimile, to the

correct facsimile number) of the party due to receive the Notice.

21.2 Addresses

- (a) in the case of Brand Manager:

PROJECT PLAY HOLDINGS, LLC
 447 3rd Ave N, # 410
 St. Petersburg, FL 33707
 United States
 With a courtesy copy sent by email to:
rcoleman@armpallc.com and
chris@i-dentity.co
 Marked for the attention of:
 Richard Coleman and Chris Schroeder

- (b) in the case of Sublicensee:

City of Bellevue
 1500 Wall Street
 Bellevue, Nebraska 68005

- (c) in the case of ARM:

American Resort Management, LLC
 3165 S Carrier Parkway
 Grand Prairie TX 75052
 United States
 Email:

rcoleman@armpallc.com

22. Delivery

Unless there is evidence that it was received earlier, Notice shall be deemed to have been given:

- (a) if by letter, where sent to an inland destination, two (2) Business Days after posting or, delivery receipt requested,

- (b) where sent to an overseas destination, five (5) Business Days after posting;

- (c) if by facsimile, the next Business Day after transmission, provided a valid transmission report is received; and

- (e) if by recorded delivery, when left at the address referred to in this Clause or any other address as informed in writing by the Parties from time to time.

23. COSTS

Each Party shall be solely responsible for its own legal and professional costs, expenses or fees arising out of the negotiation and execution of this Agreement.

24. FURTHER ASSURANCE

Each Party shall (at its own cost, save as provided for elsewhere in this Agreement) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

25. VARIATION

25.1 No variation of this Agreement shall be valid unless it is in writing and signed by all the Parties.

25.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement that have already accrued at the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

26. WAIVERS AND REMEDIES CUMULATIVE

26.1 No failure or delay by any party in exercising any right or remedy provided by law or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any other right or remedy prevents further exercise of that right or remedy.

26.2 Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative with and not exclusive of the rights or remedies provided by Law.

27. ENTIRE AGREEMENT

27.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement and

supersedes any previous agreements or understanding in relation to its subject matter. It is agreed that:

27.1.1 no Party has entered into this Agreement in reliance upon any representation, warranty or understanding of the other Party which is not expressly set out or referred to in this Agreement.

27.1.2 no Party shall have any remedy in respect of misrepresentation or untrue statement made by the other Party which is not contained in this Agreement nor for any breach of warranty which is not contained in this Agreement; and this clause shall no exclude any liability for, or remedy in respect of, fraudulent misrepresentation.