

Bellevue City Council Meeting *Amended Agenda*****

Tuesday, February 17, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Acknowledge receipt of the January 13, 2026 Tree Board Minutes.
 2. (*) Approval of the February 3, 2026 City Council Minutes.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Grow Sarpy Update - 2025 Annual Return on Investment (ROI) Report and the 2025 Annual Progress Report. (Lisa Scheve, Executive Director Grow Sarpy)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4202: Request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B Except Right-of-Way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. (Planning Director)
 1. Request to Preliminary Plat Lot 1, Roth's Anderson Grove. **(No action required)**
 - b. Ordinance No. 4203: Request to vacate all of the right-of-way between Lot 62 Southern View 3rd Platting and Lot 1 Milt's Addition. Applicant: Peter Senior. General Location: 2710 Bonnie Street/Sarpy Avenue. (Public Works Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4204: An ordinance authorizing and providing for issuance of highway allocation fund pledge bonds, series 2026, in an amount not to exceed \$5,000,000.00. (Finance Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
 - b. Ordinance No. 4205: An ordinance to approve the Sale and Conveyance of city-owned property to P5 Properties, LLC, for the purchase price of \$135,000.00. (City Administrator) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Recommend approval of the application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza at Thompson Park on Saturday, March 28, 2026, from 2:00 p.m. to 4:00 p.m. with an alternate date - April 4, 2026. (City Clerk)
15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Light House for a business expansion project, in an amount not to exceed \$13,300.00. (Finance Director/CDBG Program Specialist)

b. Approve and authorize the Mayor to sign the Second Amendment to the Bellevue Mattel Sublicense Agreement with Project Play Holdings, LLC and American Resort Management, LLC. (Community and Economic Development Director)

c. Approve and authorize the Mayor to sign the Agreement with HGM Associates for design services on Willow Springs Park Trail Renovation Project, in an amount not to exceed \$26,150.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the Agreement with HGM Associates for design services on Everett Park Trail Renovation Project, in an amount not to exceed \$38,411.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the contract with Crow Lawn Care to continue with contractual Right-of-way mowing work per Option in Contract, year 2 of 3, 2026, in an amount not to exceed \$123,192.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the contract with Crow Lawn Care to continue with contractual parks mowing work per Option in Contract, Year 2 of 3, 2026, in an amount not to exceed \$33,510.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Proposal from Murphy Tractor to purchase a 624P Front-end Loader, in an amount not to exceed \$230,515.00, after trade-in. (Public Works Director)

h. Approve and authorize the Mayor to sign an Agreement with Felsburg Holt & Ullevig (FHU) to provide engineering services for the Wolf Creek Dr. Corridor Traffic Study, in an amount not to exceed \$29,500.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement with KenBrooke Roofing to replace the roof at the Senior Center, in an amount not to exceed \$89,774.00. (Public Works Director)

j. Approve and authorize the Mayor to sign Amendment #4 to the Engineering Services Agreement with HDR Engineering, Inc. for the Entertainment District Improvements — Construction Management, in an amount not to exceed \$396,100.00. (Public Works Director)

k. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for Design & Construction Administration for US Hwy 75 & Hwy 34 traffic signal design, in an amount not to exceed \$32,500.00. (Public Works Director)

l. Approve and authorize the Mayor to sign the Final Application and Certificate of Payment for Dean Snyder Construction Co, Inc. for the Fire Department Outbuilding and Parking Lot Improvements, in an amount not to exceed \$81,996.12. (Public Works Director)

m. Approve and authorize the Mayor to sign Amendment #1 to the Agreement with JEO for the Strategic Plan Consulting for Public Works, in an amount not to exceed \$16,100.00. (Public Works Director)

n. ** Approve and authorize the Mayor to sign the Notice of Award and the Agreement with Valley Corporation for the construction of a sanitary sewer & lift station to serve the Water Park and Prairie Hills Development, in an amount not to exceed \$5,083,492.36. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (**February report will be attached to March 3rd Council packet**)

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue
Tree Board Minutes
January 13, 2026

Attendance: Don, Tom, Scott, Kay, Nancy. Excused: Deborah and Kathy. Not in attendance: Rob

Meeting Reminders: Volunteer hours and miles spread sheet were passed around the room. Any updates need to be emailed to Deborah at: mouserroom68@cox.net.

Parks Report – no report from Jim

Old Business:

- **Year End Report:** Don shared that he would add; four Bee City and four Tree City USA signs were purchased and installed at the four major entrances into Bellevue.
 - Don verified board members' credentials.
 - Don will finish the 2025 year-end report and submit it to the city.
- **Tree City USA Status:** Don shared that this year's report has been challenging due to form access issues. He is working with the Arbor Day Foundation for tech support. The report is due at the end of January 2026.
- **Arbor Day Events:** Leonard Lawrence wants 2 trees. Kay will call schools in January for others. Dates to be set later for the 50th anniversary of Tree City, USA
- **Earth Day Events:** No date has been set at this time. Kathy has been sharing information via email for our table.

- **Memorial Forest Dedication:** No date has been set at this time. Don believes that it will be late spring in Banner Park.
- **Tree Inventory Plan:** Board members shared that the current plan would include doing one full section plus a half section at a time. This will catch us up to where we should be. The inventory will take place early to mid-spring once the weather becomes favorable, and trees have started to leaf out.

New Business:

- **Bellevue Public Library Seed Share**
 - January 31st, 2026, from 12PM to 3PM at 2206 Longo Dr Bellevue, NE 68005
 - Kay has been working on handouts for the table event. The focus of the publications is awareness of invasive trees in Nebraska. Nancy will support Kay by formatting the document.
 - Other items for table will be info on EAB and spotted lantern fly
 - Printing will be covered by Nebraska Extension in Douglas-Sarpy counties.
- **Bellevue Public Library Plant Swap**
 - May 26th. Tabled discussion at the February board meeting.

Agenda Items to add for February 10th Meeting

- Recap January 31st Seed Share
- Plant Swap on May 26th.

Approval of Minutes:

- Kay moved to approve December 2025 meeting minutes
- Nancy second
- Motion passed unanimously

Adjournment

- Tom moved to end meeting
- Scott second

- Motion passed unanimously
- **Next meeting Feb. 10th at 9am**

Submitted by Scott Evans, Secretary, ProTem

Tentative agenda for Feb. 10, 2026

Attendance

Minutes of previous meeting

Reminders

Parks Report

Old Business

Year End Report status

Seed Share Event report

Earth Day Events

Arbor Day Event

Tree Festival Dedication

New Business

Bellevue Public Library Events

April 19, 2026

May 26, 2026

Seed Publication from PlantNebraska (Arboreteum)

LB1072

MINUTE RECORD

Bellevue City Council Meeting, February 3, 2026, 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 February 3, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, and Julie Collins. Absent: Jerry McCaw.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, 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 Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Casey, to approve the consent agenda consisting of the following item: Approval of January 20, 2026 City Council Minutes; Acknowledge receipt of the January 22, 2026 Planning Commission Minutes; and Approve the reappointment of Jonathan Jenkins and David Wees to the Community Development Block Grant (CDBG) Committee for three-year terms ending January 2029. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Charles Shanahan - Discuss garage permit

Mr. Charles Shanahan was present to discuss the denial of his garage permit at 2520 Olive Street and request a waiver. He was advised to file an appeal with the Board of Adjustment.

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4202: Request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B Except Right-of-Way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. Case #'s: Z-2510-09, S-2510-20. (Planning Director)

Ordinance No. 4202: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about the NW Corner of S. 36th St. and Granada Pkwy, more particularly described in Section 1 of the Ordinance and to provide an effective date was read for the first time by title only.

MINUTE RECORD

Bellevue City Council Meeting, February 3, 2026, Page 2

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on February 17, 2026.

Ordinance No. 4203: Request to vacate all of the right-of-way between Lot 62 Southern View 3rd Platting and Lot 1 Milt's Addition (8.64 AC). Applicant: Peter Senior. General Location: 2710 Bonnie Street/Sarpy Avenue. (Public Works Director)

Ordinance No. 4203: An ordinance to vacate that part of the alley right-of-way described as between Lot 62, Southern View 3rd Platting and Lot 1, Milt's Addition (8.64 AC), Bellevue, a subdivision in Sarpy County, Nebraska with title thereto vesting in the abutting property owner and to provide an effective date therefore was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on February 17, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

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

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient with Bellevue Junior Sports Association (BJSA) for the Youth Sports Participation Assistance Program, in an amount not to exceed \$2,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$10,600.00 and the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$33,500.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.00. (Finance Director)

Motion was made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$10,600.00 and the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$33,500.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Twin Ridge II Park, in an amount not to exceed \$145,688.65. (Public Work Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Twin Ridge II Park, in an amount not to exceed \$145,688.65. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Willow Springs Park, in an amount not to exceed \$241,686.00. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Willow Springs Park, in an amount not to exceed \$241,686.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Acquisition of Temporary Easement provided by Midwest ROW for the Mission Avenue Reconstruction & Streetscape for Tracts 6, 7 & 8, in an amount not to exceed \$740.00. (Public Works Director)

Motion was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Acquisition of Temporary Easement provided by Midwest ROW for the Mission Avenue Reconstruction & Streetscape for Tracts 6, 7 & 8, in an amount not to exceed \$740.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 3, 2026, Page 3

Approve and authorize the Mayor to sign the final payment application from NL & L Concrete on the 2025 CDBG Sidewalk Improvement Project, in an amount not to exceed \$33,152.82; Approve Final Change Order #1, in an amount of -\$9,964.55 for contract underrun; Approve project as substantially complete and accept final project quantities. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the final payment application from NL & L Concrete on the 2025 CDBG Sidewalk Improvement Project, in an amount not to exceed \$33,152.82; Approve Final Change Order #1, in an amount of -\$9,964.55 for contract underrun; Approve project as substantially complete and accept final project quantities. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and Contract with Heimes Corp. for the Quail Creek Lift Station & Force Main, in an amount not to exceed \$1,609,860.40. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Notice of Award and Contract with Heimes Corp. for the Quail Creek Lift Station & Force Main, in an amount not to exceed \$1,609,860.40. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and the Agreement with Commonwealth Electric Company for the Kennedy Freeway & Capehart Road Traffic Signal Modification Project, in an amount not to exceed \$123,114.34, upon receipt of insurances & bonds by Public Works. (Public Works Director)

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Notice of Award and the Agreement with Commonwealth Electric Company for the Kennedy Freeway & Capehart Road Traffic Signal Modification Project, in an amount not to exceed \$123,114.34, upon receipt of insurances & bonds by Public Works. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign Change Order #1 from Vrana, for the Sewer Pipeline Relocation north of the Water Park in the Entertainment District, in an amount not to exceed \$76,425.47. (Community & Economic Development Director)

Motion was made by Collins, seconded by Burns, to approve and authorize the Mayor to sign Change Order #1 from Vrana, for the Sewer Pipeline Relocation north of the Water Park in the Entertainment District, in an amount not to exceed \$76,425.47. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Property Agreement with the Nebraska Department of Roads (NDOT) for the Vacation & Relocation of 10th Street, in an amount not to exceed \$400,000.00. (Community & Economic Development Director)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Property Agreement with the Nebraska Department of Roads (NDOT) for the Vacation & Relocation of 10th Street, in an amount not to exceed \$400,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign a Proposal with Thiele Geotech, Inc. for material testing for the Bellevue Bay Waterpark Building Package, in an amount not to exceed \$158,700.00. (Community & Economic Development Director)

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign a Proposal with Thiele Geotech, Inc. for material testing for the Bellevue Bay Waterpark Building Package, in an amount not to exceed \$158,700.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Federal Award Agreement to receive Economic Development Initiative Community Project FY-24 Funding, in an amount of \$1,729,655.00. (Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Federal Award Agreement to receive Economic Development Initiative Community Project FY-24 Funding, in an amount of \$1,729,655.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 3, 2026, Page 4

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports ([December and January reports are attached to this packet](#))

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 6:27 p.m.

Roll call vote to approve the adjournment was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. 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 February 3, 2026; 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.
2/17/2026

CLAIMS FOR 2026/02/17 COUNCIL MEETING

PAGE 1

MAYOR

LEAGUE OF NEBRASKA MUNICIPALITIES 2026 MIDWINTER CONFERENCE 476.00

\$ 476.00

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC 2025/12/20-2026/01/19 COPIER EXPENSE 52.23
CENTURY LINK 2026/01/22-02/21 MONTHLY SERVICE 31.58
LEAGUE OF NEBRASKA MUNICIPALITIES 2026 MIDWINTER CONFERENCE 476.00
MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 85.26
US BANK VOYAGER FLEET SYSTEMS 2025/12/31M FUEL PURCHASES 78.87

\$ 723.94

LEGAL

MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 85.26

\$ 85.26

CITY COUNCIL

LEAGUE OF NEBRASKA MUNICIPALITIES 2026 MIDWINTER CONFERENCE 476.00

MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 28.42

\$ 504.42

CABLE ADVISORY

COX BUSINESS SERVICES 2026/01/19-02/18 MONTHLY SERVICE 9.04
MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 56.84

\$ 65.88

CITY CLERK

CENTURY LINK 2026/01/22-02/21 MONTHLY SERVICE 15.79
CAPITAL BUSINESS SYSTEMS, INC 2025/12/26-2026/01/25 COPIER EXPENSE 164.50
MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 56.84
ROYCE CORNHUSKER, LLC 2026/01/29 ROYCE CORNHUSKER #3 TIF 8799- 4,423.34
ROYCE CORNHUSKER, LLC 2026/01/29 ROYCE CORNHUSKER #3 TIF 8799-PRINCIPAL 4,946.17
TKC CHANDLER, LLC 2026/01/29 TKC CHANDLER TIF 8731-INTEREST 7,094.33

\$ 16,700.97

FINANCE/RISK MANAGEMENT

CENTURY LINK 2026/01/22-02/21 MONTHLY SERVICE 15.79
INFOSAFE SHREDDING ON-SITE SHREDDING SERVICE 30.00
J P COOKE COMPANY NAME PLATE-RAMIREZ 48.30
MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 255.78

\$ 349.87

LIBRARY

AOI CORPORATION BAL FOR ORDER 31267-TABLE & INSTALL 1,564.01
AOI CORPORATION BAL FOR ORDER 31267-TABLE & INSTALL 477.80
CAPITAL BUSINESS SYSTEMS, INC 2025/12/31-2026/01/30 COPIER EXPENSE 140.72
CENTURY LINK 2026/01/11-02/10 MONTHLY SERVICE 147.60
DENNIS MITCHELL REIMB FOR PROGRAM SUPPLIES (CIRCUITS) 29.94
EBSCO INFORMATION SERVICES 2026/03/18-2027/03/17 USA TODAY SUBSCRIPTION 441.55
INGRAM LIBRARY SERVICES LLC BOOKS 2,847.76
MATRIX BUSINESS SYSTEMS INC 2025/12/31-2026/01/30 COPIER EXPENSE 19.05
MUTUAL OF OMAHA 2026/01/31M DENTAL INSURANCE 151.18
NEBRASKA.GOV SWIPE DEVICE, SHIPPING 130.00
RUFF WATERS, INC 2026/01/31M AQUARIUM MAINTENANCE & SUPPLIES 332.94
SCOTT WELCH 2026/02/28M MONTHLY WEB HOSTING & SUPPORT 125.00
VALUE LINE PUBLISHING LLC 2026/04/17-2027/04/09 SUBSCRIPTION 1,167.00

\$ 7,574.55

MINUTE RECORD

CLAIMS FOR 2026/02/17 COUNCIL MEETING

PAGE 2

ADMINISTRATIVE SERVICES/PERSONNEL

CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	15.79
UNITED STATES POSTAL SERVICE	ERTIFIED MAIL	6.86
COLUMN SOFTWARE, PBC	LEGAL NOTICES CSC	9.82
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	MEDICAL TESTING	570.00
KUTAK ROCK, LLP	PREPARE ROTH FOR PAYROLL	515.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	227.36
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/23 MONTHLY SERVICE	286.11
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	30.00
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	21.00
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	1,563.85
		\$ 3,275.79

CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	2025/12/10-2026/01/09 COPIER EXPENSE	124.32
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	15.79
CROW LAWN CARE LLC	CODE CLEANUP-2508 JEFFERSON ST	250.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	198.94
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	572.94
		\$ 1,161.99

PUBLIC WORKS

CAPITAL BUSINESS SYSTEMS, INC	NEW COPIER/PRINTER - PUBLIC WORKS	4,600.00
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	31.58
DAVE GOEDEKEN	REIMB MILEAGE & PARKING-ANNUAL CONCRETE PAVING WORKSHOP	91.27
JEO CONSULTING GROUP, INC	BPW 250119-PW STRATEGIC PLANNING THRU 2026/01/16	1,965.00
MATRIX BUSINESS SYSTEMS INC	2025/12/31-2026/01/30 COPIER EXPENSE	112.55
MATT KNIGHT	REIMB MILEAGE & PER DIEM-ANNUAL CONCRETE WORKSHOP	130.61
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	170.52
OLUWASENI (SHANEE) ADEKUNLE	REIMB MILEAGE & PARKING-ANNUAL CONCRETE WORKSHOP	200.75
ONE CALL CONCEPTS	2026/01/31M LOCATES	934.74
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	92.00
TITLECORE NATIONAL, LLC	FILE# 25-121893-C - LAND FOR NEW PW FACILITY #2	630,220.38
TITLECORE NATIONAL, LLC	FILE# 25-121894-C - LAND FOR NEW PW FACILITY #1	1,422,753.98
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	37.03
		\$ 2,061,340.41

PARKS

A-RELIEF SERVICES	2025/12/27-2026/01/23 PORTABLE RESTROOMS-CHURCH	199.00
A-RELIEF SERVICES	2025/12/23-2026/19/23 PORTABLE RESTROOMS-AHP	554.00
CAPITAL BUSINESS SYSTEMS, INC	2025/12/18-2026/01/17 COPIER EXPENSE	45.07
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	15.79
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	14.00
MIDWEST TURF & IRRIGATION	AMERICAN HEROES PARK FOUNTAIN	85,667.29
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	312.62
OMAHA PUBLIC POWER DISTRICT	2025/12/03-2026/01/05 MONTHLY SERVICE	110.13
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	1,117.76
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	33.73
OMAHA PUBLIC POWER DISTRICT	2025/12/23-2026/01/26 MONTHLY SERVICE	784.16
OMAHA PUBLIC POWER DISTRICT	2025/12/26-2026/01/27 MONTHLY SERVICE	74.22
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	299.00
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	1,466.25
		\$ 90,693.02

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RECREATION

ANA ROSALES-RAMOS	REFUND BABY SHOWER DEPOSIT	450.00
CAPITAL BUSINESS SYSTEMS, INC	2025/12/11-2026/01/10 COPIER EXPENSE	21.91
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	94.74
MIDWEST IMPRESSIONS	SWEATSHIRTS	817.97
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	85.26
OMAHA PUBLIC POWER DISTRICT	2025/12/03-2026/01/05 MONTHLY SERVICE	57.43
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	250.27
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	283.03
OMAHA PUBLIC POWER DISTRICT	2025/12/23-2026/01/26 MONTHLY SERVICE	35.56
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	92.00
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	35.21

\$ 2,223.38

FACILITY MAINTENANCE

CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,168.25
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	47.37
CERRIS SYSTEMS NORTH CENTRAL,	HEAT PUMP NOT WORKING-CODE ENFORCEMENT	1,061.00
ENGINEERED CONTROLS	HVAC SERVICE-FIRE TRAINING SITE	1,738.00
ENGINEERED CONTROLS	HVAC SERVICE-CONTROL VALVES-TRAINING SITE	4,320.00
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES-DIST 2	351.68
HELM SERVICE	REHEAT UNIT ON VAV BOX-FIRE TRAINING SITE	1,534.61
IDEAL PURE WATER COMPANY	BOTTLED WATER	39.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BILDINGS	157.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	255.78
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	931.70
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/08 MONTHLY SERVICE	179.28
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/23 MONTHLY SERVICE	135.18
OMAHA PUBLIC POWER DISTRICT	2025/12/23-2026/01/26 MONTHLY SERVICE	40.96
OVERHEAD DOOR CO OF OMAHA	WIRED RECEIVER, REPROGRAMMED TRANSMITTERS-	123.00
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2026/01/31M WATER ENERGY TEAM FIXED BILLING	399.60
TRICO MECHANICAL SERVICES	TUBE HEATER SERVICE	399.75
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	677.55

\$ 13,720.71

CEMETERY

A-RELIEF SERVICES	2025/12/27-2026/01/23 PORTABLE RESTROOMS	199.00
CAPITAL BUSINESS SYSTEMS, INC	2026/02/06-03/05 COPIER EXPENSE	17.51
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	12.55
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	85.26
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	1,065.56

\$ 1,379.88

STREETS

BLACK HILLS ENERGY	2026/01/07-01/09 GAS LOSS, DAMAGES	168.81
BLACK HILLS ENERGY	2026/01/07-01/09 GAS LOSS, DAMAGES	1,009.12
BLACK HILLS ENERGY	2026/01/07-01/09 GAS LOSS, DAMAGES	219.00
BURRELL ENTERPRISES, LLC	BPW 205102-CONCRETE PROJECT THRU 2026/01/24	42,668.01
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	78.95
CITY OF OMAHA	SHARE OF TRAFFIC SIGNAL MAINTENANCE	1,217.73
ERIC ANDERSON	REIMB MILEAGE FOR CDL TRAINING	541.10
HDR ENGINEERING, INC	BPW 204501-PRAIRIE HILL DEV-INFRASTR 2025/12/28-2026/01/24	8,088.09
HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR PKG 2 THRU	20,565.48
INDEPENDENT SALT CO	ICE CONTROL SALT	4,935.95

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STREETS (cont'd)

JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2025/11/22-12/26	12,411.00
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2025/11/22-12/26	8,152.06
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES-E ANDERSON	418.00
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES-M KUDYM	418.00
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES-E SELLING	342.00
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES-K KEMP	418.00
METROPOLITAN UTILITIES DIST	2025/12/12-2026/01/13 MONTHLY SERVICE	169.21
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	824.18
NL & L CONCRETE INC	BPW 250103-CDBG SIDEWALK IMPROVEMENTS	33,152.82
OMAHA PUBLIC POWER DISTRICT	2025/12/03-2026/01/05 MONTHLY SERVICE	135.83
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	1,045.25
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	45.68
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/26 MONTHLY SERVICE	731.08
OMAHA PUBLIC POWER DISTRICT	2025/12/23-2026/01/26 MONTHLY SERVICE	219.44
OMAHA PUBLIC POWER DISTRICT	2025/12/26-2026/01/14 MONTHLY SERVICE	106.52
OMAHA PUBLIC POWER DISTRICT	2025/12/26-2026/01/27 MONTHLY SERVICE	2,750.11
OMAHA PUBLIC POWER DISTRICT	2025/12/27-2026/01/27 MONTHLY SERVICE	10,769.54
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,745.39
STREETSCAN USA	TREE GIS INVENTORY	10,500.00
THE SCHEMMER ASSOCIATES	BPW 250102-CONCRETE PANEL PROJECTS	7,757.50
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	5,119.58
		\$ 177,919.43

FLEET MAINTENANCE

US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	494.04
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	47.37
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/26 MONTHLY SERVICE	1,050.83
911 CUSTOM, LLC	DUO LINEAR LIGHTS FOR NEW CRUISERS	1,664.28
ALLIED OIL & TIRE COMPANY	HEAT TRANSFER OIL	1,447.86
ARNOLD MOTOR SUPPLY	REAR HUB BEARING ASSY, OUTER TIE ROD ENDS	296.43
AUTOMOTIVE WAREHOUSE DIST, INC	SILICONE SPRAY, ROTORS, CONNECTORS, BRAKE PADS, HOSE	1,098.71
BAUER BUILT TIRE & SERVICE	FRONT TIRES, SERVICE CALL	1,054.03
BAXTER FORD	FRONT LOWER CONTROL ARM BOLTS, VALVE STEMS, DIFFERENTIAL SEAL, SPARK PLUGS	426.42
BEARDMORE CHEVROLET	HOSE, PIPES	72.97
CAPITAL BUSINESS SYSTEMS, INC	2025/12/20-2026/01/19 COPIER EXPENSE	85.88
CERTIFIED TRANSMISSION	REMAN TRANSMISSION, CORE	2,109.75
CORNHUSKER INTERNATIONAL	TRANSMISSION SPEED INPUT SENSOR, COUPLINGS	504.12
CUMMINS SALES AND SERVICE	CLAMPS, BOLTS, HOSE, EXHAUST GASKETS	560.78
DULTMEIER SALES LLC	POLY ELBOW	4.50
FACTORY MOTOR PARTS CO	TEMP SENSOR	100.34
GALVIN GLASS	REPLACE FRONT WINDSHIELD	689.85
IDEAL PURE WATER COMPANY	BOTTLED WATER	78.00
INTERSTATE BATTERIES	BATTERIES	1,456.98
INTERSTATE POWER SYSTEMS, INC	REWIRE TURBINE SPEED SENSOR	1,510.76
LOGAN CONTRACTORS SUPPLY	PUMP REBUILD KIT, BURNER ASSEMBLY	2,369.97
MATHESON TRI-GAS INC	CYLINDER RENTAL-FAB	177.64
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	359.20
NAPA AUTO PARTS	FAB/ LOOM-SPLIT POLY, CLAMPS, FILTERS, FITTINGS, ROCKER SWITCHES	1,714.84

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FLEET MAINTENANCE (cont'd)

NEBRASKA IOWA INDUSTRIAL	BUTT CONNECTORS, EYELETS, DRILL BITS, BOLTS,	166.09
ROMAINE ELECTRIC CORP	LIFESTAR CHARGER	92.09
TERMINAL SUPPLY CO	FEMALE CONNECTORS, LOCKS, CABLES	117.85
TOYNE, INC	WASHER FLUID BOTTLE, SEAT BELT ASST	586.67
TY'S OUTDOOR POWER & SERVICE	MODULE FOR SPINNER MOTOR WIRING HARNESS	246.05
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	468.33
		\$ 21,052.63

SOLID WASTE

PAPILLION SANITATION	2025/12/30-2026/01/12 GLASS RECYCLING	601.98
		\$ 601.98

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	2025/12/18-2026/01/17 COPIER EXPENSE	61.67
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	15.79
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	56.84
		\$ 134.30

PERMITS & INSPECTIONS

AUTO BODY AUTHORITY	TOW CHARGE FOR 1416 FAIRFAX DEMO	300.00
CAPITAL BUSINESS SYSTEMS, INC	2025/12/18-2026/01/17 COPIER EXPENSE	241.99
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	15.79
CORNHUSKER AUTO WASH	2025/01/31M CAR WASH AND CAR WASH DETAIL	15.89
JOHN COOK	ADVANCE PER DIEM FOR TRAINING	306.00
MIKE CHRISTENSEN	ADVANCE PER DIEM FOR TRAINING	306.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	703.28
		\$ 2,144.73

POLICE

AARDVARK	FULL BIKE DECALS FOR SIX (6) MOTORCYCLES	1,235.00
ALAN BOTTJEN	REIMBURSE FOR MEDICAL SUPPLIES	233.96
AMAZON WEB SERVICES, INC	2026/01/31M AMAZON WEB SERVICE	1,395.80
AUTO BODY AUTHORITY	TOW CHARGE - UNIT #100, UNIT 630	800.00
CAPITAL BUSINESS SYSTEMS, INC	2025/12/17-2026/01/16 COPIER EXPENSES	522.22
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	126.32
COMPLETE TACTICAL CONSULTANTS	2026/01/02-2027/01/02 TAP OFFICER TRAINING PLATFORM	1,499.50
CORNHUSKER AUTO WASH	2025/01/31M CAR WASH AND CAR WASH DETAIL	100.00
CULLIGAN OF OMAHA	2026/01/31M BOTTLED WATER	524.05
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	24.53
FIRSTTWO, INC	2026/02/12-2027/02/12 FULL AGENCY LICENSE	13,800.00
GALL'S, LLC	REVERSIBLE JACKETS	973.17
GAMBER-JOHNSON, LLC	REPAIR GAMBER JOHNSON DOCK	404.40
GREAT PLAINS UNIFORMS	VELCRO PANEL, NAME TAG, BALLISTIC VEST, PANTS	1,213.98
HOPE VALENTINE, LLC	2026/01/31M MENTAL HEALTH 9 HOURS	1,350.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.51
LANGUAGE TESTING INTERNATIONAL,	LANGUAGE TESTING - TWO RECRUITS	126.00
LASER TECHNOLOGY, INC	TRUESPEED LASERS	2,870.00
MATRIX BUSINESS SYSTEMS INC	2025/12/31-2026/01/30 COPIER EXPENSE	196.06
MOTOROLA SOLUTIONS, INC	40 BODY WORN CAMERAS	31,742.80
MOTOROLA SOLUTIONS, INC	2026/01/28-2029/01/27 SOFTWARE FOR BODY	6,296.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	3,515.00
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/12 MONTHLY SERVICE	33.08
POWERDMS, INC	2026/4/01-2027/03/31 POWERPOLICY PROFESSIONAL SUBSCRIPTION	9,158.19
RAPID GRAPHICS	FULL BIKE DECALS FOR SIX (6) MOTORCYCLES	533.19
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	90.00
SHERWIN WILLIAMS CO	PARKING LOT PAINT FOR MOTOR COURSE	836.73
STANARD & ASSOCIATES, INC	ENTRY-LEVEL SELECTION TEST	1,065.50
THE LETS CORP	2026/02/01-2028/02/01 RENEW SOFTWARE LICENSE	2,564.70
THOMSON REUTERS - WEST	2026/01/31M ONLINE SOFTWARE SUBSCRIPTION	496.00

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POLICE (cont'd)

TITANIUM FIRE SPRINKLER COMPANY	RELOCATE SPRINKLER HEADS	1,685.00
ULINE	ZEBRA DESKTOP DIRECT THERMAL BARCODE PRINTER, SHIPPING	1,446.82
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	1,815.13
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	12,709.76
WESTLAKE ACE HARDWARE	KEYS, SPRAY PAINT	69.89
WHELEN ENGINEERING COMPANY, INC	2026/02/02-2027/02/01 CLOUD PLATFORM SUBSCRIPTION	9,000.00

\$ 110,718.29

FIRE & RESCUE

AARON FILI	REFUND FOR SERVICES	301.12
AIRGAS USA, LLC	OXYGEN	253.44
AT&T MOBILITY-CC	2025/12/05-2026/01/04 MONTHLY SERVICE	277.78
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, PHARMACY SUPPLIES	7,855.26
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	94.74
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	10.00
CREIGHTON UNIVERSITY COLLEGE OF NURSING	PALS, ACLS CARDS	198.75
DANKO EMERGENCY EQUIPMENT	HARNESSES, RESCUE SYSTEMS, ANCHORS, LITTER	32,196.63
ESO SOLUTIONS, INC	2026/03/04-06/03 EHR & ESO SOFTWARE	10,026.02
GREAT PLAINS UNIFORMS	EMBROIDERY, PATCHES, SHIRTS	955.00
HUMANA, INC	REFUND FOR SERVICES - E OCHOA	284.52
JENNIFER MEYER	REFUND FOR SERVICES	275.00
MACQUEEN EQUIPMENT, LLC	BUNKER GEAR	7,302.00
MARCO TECHNOLOGIES, LLC	2025/12/27-2026/01/26 COPIER EXPENSE	97.36
METROPOLITAN UTILITIES DIST	2025/11/21-12/05 MONTHLY SERVICE	210.51
METROPOLITAN UTILITIES DIST	2025/12/06-2026/01/09 MONTHLY SERVICE	489.35
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	2,842.00
OMAHA PUBLIC POWER DISTRICT	2025/12/03-2026/01/05 MONTHLY SERVICE	956.18
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/12 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	1,476.96
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	680.48
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/26 MONTHLY SERVICE	2,773.06
OMAHA PUBLIC POWER DISTRICT	2025/12/26-2026/01/27 MONTHLY SERVICE	827.00
OMAHA PUBLIC POWER DISTRICT	2025/12/27-2026/01/27 MONTHLY SERVICE	33.08
PAMELA ROBERTS	REFUND FOR SERVICES	201.16
REDBACK USA	BOOTS-GIBILISCO	179.46
THE NEBRASKA MEDICAL CENTER	2025/12/31Q Q2 MEDICAL DIRECTOR	12,774.74
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	7,267.88
ZOLL DATA SYSTEMS INC	2026/03/31M MONTHLY BILLING	1,654.80

\$ 92,527.28

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	224.64
FIRST NATIONAL BANK OF OMAHA	2025/12/31M ACCT 1084 ANALYSIS CHG	744.92
NEBRASKA WORKERS' COMP COURT	2025/01/01-12/31 WORKERS COMP ASSESSMENT	28,209.00
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	129.71
REGIONAL METROPOLITAN TRANSIT	2025/10/31M MAT SERVICE	7,728.00

\$ 37,036.27

INFORMATION TECHNOLOGY

DELL MARKETING L.P.	DELL PRO HUB MONITORS (10), TOWERS	9,591.84
MNJ TECHNOLOGIES DIRECT, INC	APC SMART UPS FOR IT	7,020.00
MOTOROLA SOLUTIONS, INC	PORTABLE RADIO BATTERIES, EARPIECES, ANTENNAS, CARRYING CASES, PORTABLE JACKS	10,792.59
ONE CALL CONCEPTS	2025/01/31M LOCATES	8.20
SHI INTERNATIONAL CORP	ACROBAT LICENSES	29.13
TJ CABLE	2026/01/31M LOCATES	500.00
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	177.02

\$ 28,118.78

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BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2026/01/31M BELLEVUE BAY INDOOR WATER PARK	946.81
AMERICAN RESORT MANAGEMENT, LLC	2026/01/31M BELLEVUE INDOOR WATERPARK	12,500.00
PROJECT PLAY HOLDINGS	MATTEL BUBLICENSE AGREEMENT-INITIAL	100,000.00

\$ 113,446.81

2206 LONGO DRIVE

BIL-DEN GLASS	EMERGENCY SERVICE 12/29	299.99
C&E INDUSTRIES	2026/01/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2026/01/04-02/03 MONTHLY SERVICE	139.34
CERRIS SYSTEMS NORTH CENTRAL,	2026/03/31Q PREVENTATIVE MAINTENANCE	3,297.74
CERRIS SYSTEMS NORTH CENTRAL,	HVAC SYSTEM IN STRIDE AUTISM	683.75
CINTAS LOCATION #749	2025/12/08 MAT SERVICE	496.48
CINTAS LOCATION #749	2026/01/08 MAT SERVICE	496.48
COX BUSINESS SERVICES	2025/12/27-2026/01/26 MONTHLY SERVICE	157.80
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	184.97
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE - GAS	4,949.54
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE - WATER & SEWER	1,229.91
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/22 MONTHLY SERVICE	7,070.43
PAPILLION SANITATION	2026/01/31M SERVICE	395.24
PROTECH PEST CONTROL	2025/12/31M PEST CONTROL	149.80
PROTECH PEST CONTROL	2026/01/31M PEST CONTROL	149.80
SELDIN LLC	2025/12/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/01/31M APPFOLIO FEES	42.44
SELDIN LLC	2026/01/31M BANK FEES	24.93
SELDIN LLC	2026/01/31M POSTAGE	15.99
USG	GENERAL MAINTENANCE ON CALL 01/08	179.23
USG	MISC SUPPLIES AND GENERAL REPAIRS AND LABOR	2,144.79
USG	LEAK IN ELECTRIC ROOM	709.95
USG	VA - ELECTRICAL	220.42
USG	MISC SERVICE AND REPAIR	1,900.49
USG	2026/01/31M ELEVATOR INSPECTION	126.59
USG	VA - DAMAGED CEILING TILES, ELECTRIACAL SUPPLIES & REPAIRS	574.32
USG	VA - REPLACED LIGHTBULBS IN RESTROOM	132.68
WATERLINK INC	2026/01/31M WATER TREATMENT SERVICE	431.63

\$ 31,645.83

WASTEWATER

ARMOR EQUIPMENT	SEALING WASHERS, V-SEALS, QUAD RINGS, INSTALLATION TOOL	725.08
AT&T MOBILITY	2026/01/08-02/07 MONTHLY SERVICE	661.98
CAPITAL BUSINESS SYSTEMS, INC	2025/12/09-2026/01/08 COPIER EXPENSE	48.34
CENTURY LINK	2026/01/13-02/12 MONTHLY SERVICE	229.74
CENTURY LINK	2026/01/22-02/21 MONTHLY SERVICE	693.35
CHARLES MACHINE WORKS, INC	CABLE ASSY, ADAPTER KIT FOR STORM TRACTOR	534.52
CITY OF OMAHA	2025/10/31M SEWER BILLING	650,618.68
COX BUSINESS SERVICES	2026/01/12-02/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2026/01/18-02/17 MONTHLY SERVICE	91.99
ELLIOTT EQUIPMENT CO	DOME TAILGATE, ADAPTER	473.77
ELLIOTT EQUIPMENT CO	SWIVEL	467.74
EMBRIS GROUP	BPW 230307-BLUFF ST LIFT STATION 2026/01/01-31	735.00
FIRST NATIONAL BANK OF OMAHA	2025/12/31M ACCT 1086 ANALYSIS CHG	533.32
HAMMERHEAD TRENCHLESS	PUSHRODS	1,115.59
HDR ENGINEERING, INC	BPW 211123-HAWORTH PK WW COLLECTION SYSTEM 2025/11/02-11/29	1,497.11
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECT SYS 2025/12/28-2026/01/24	17,522.41
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2025/12/28-2026/01/24	5,301.83
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2025/12/28-2026/01/24	2,812.70
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2025/12/28-2026/01/24	12,168.30

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WASTEWATER (cont'd)

HOA OPTIMIZATION & AUTOMATED	EMERGENCY SCADA COMMUNICATIONS REPAIR	2,034.75
HTM SALES, INC	ELECTRODE DOME. O-RINGS	1,778.00
MUTUAL OF OMAHA	2026/01/31M DENTAL INSURANCE	454.72
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	2,304.46
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/22 MONTHLY SERVICE	1,533.08
OMAHA PUBLIC POWER DISTRICT	2025/12/22-2026/01/26 MONTHLY SERVICE	902.73
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	253.00
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2025/11/28	2,150.00
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2026/01/30	14,797.50
SAK CONSTRUCTION, LLC	BPW 230611-OLDE TOWNE REHAB PHASE 2 - 2025/07/01-12/05	15,464.40
SAK CONSTRUCTION, LLC	BPW 230611-OLDE TOWNE REHAB PHASE 2 - 2025/07/01-12/05	180,630.30
SAK CONSTRUCTION, LLC	BPW 230611-OLDE TOWNE REHAB PHASE 2 - 2025/12/05-12/30	389,305.80
UNION PACIFIC RAILROAD COMPANY	UNION PACIFIC RAILROAD AGREEMENT FEES	6,000.00
US BANK VOYAGER FLEET SYSTEMS	2025/12/31M FUEL PURCHASES	2,168.70
		\$ 1,316,216.89

MEDICAL SELF-FUNDING

BLUE CROSS BLUE SHIELD OF	2026/01/15 BCBS MEDICAL CLAIMS	35,813.95
BLUE CROSS BLUE SHIELD OF	2026/01/22 BCBS MEDICAL CLAIMS	28,577.39
BLUE CROSS BLUE SHIELD OF	2026/01/29 BCBS MEDICAL CLAIMS	66,631.34
FIRST NATIONAL BANK OF OMAHA	2026/01/15 FNBO BANK ANALYSIS CHARGE	286.23
		\$ 131,308.91

ECONOMIC DEVELOPMENT

HOUGHTON BRADFORD WHITTED PC,	REVIEW DEED OF TRUST-SWITCH GEAR	157.50
		\$ 157.50

COMMUNITY BETTRMENT

OMAHA PUBLIC POWER DISTRICT	2025/12/26-2026/01/27 MONTHLY SERVICE	\$ 100.32
		100.32

TOTAL CLAIMS FOR 2026/02/17 COUNCIL MEETING

\$ 4,263,406.02

TOTAL PAYROLL FOR 2026/01/30

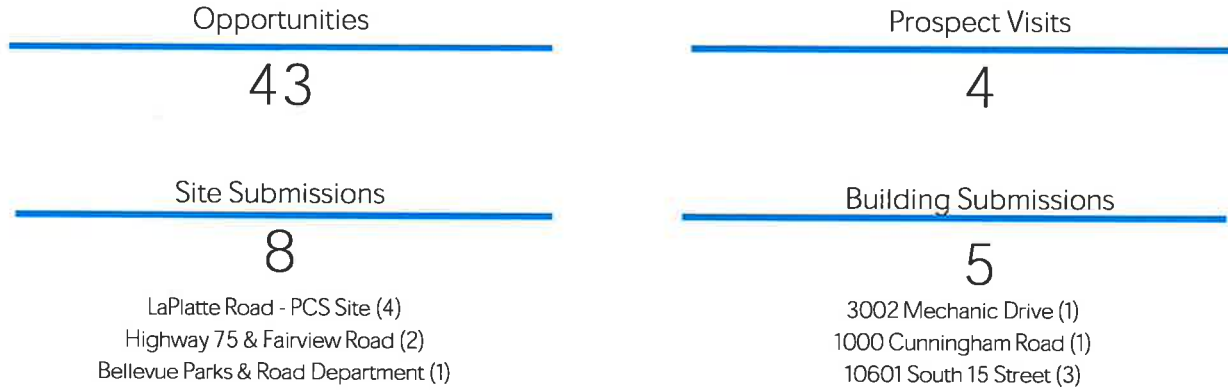
\$ 1,666,611.06



Mission
To grow and diversify Sarpy County through recruitment, expansion and development of industrial and service enterprises – creating new employment opportunities, capital investment and an exceptional

2025 Annual Return on Investment

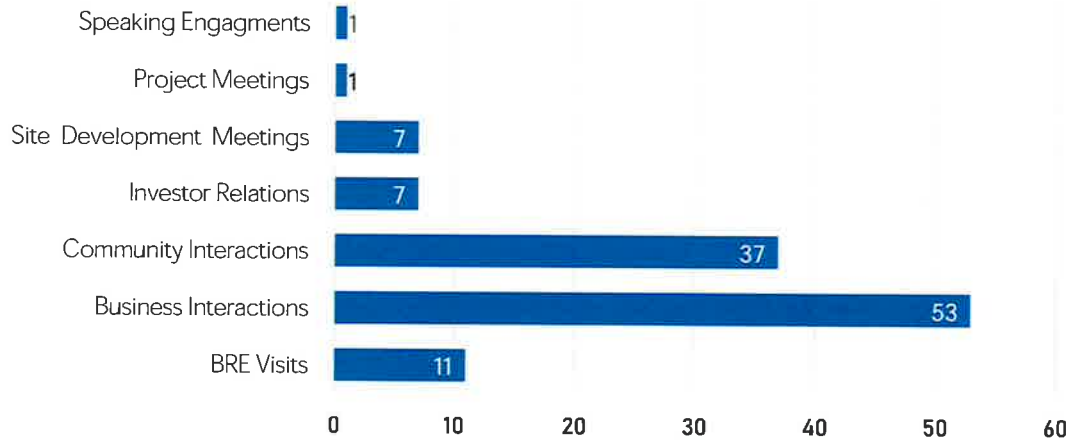
Opportunities in Bellevue



Project Insight



In Your Community





2025 Annual Progress Report

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

Landed Projects

Number of Landed Projects	Capital Investment
3	\$129,210,995
Metropolitan Community College Campus (Sarpy County) Kelly Engineered Equipment (Gretna) Omaha Steaks (Papillion)	Total Jobs
	419
	84 New Jobs 335 Retained Jobs

Business Attraction

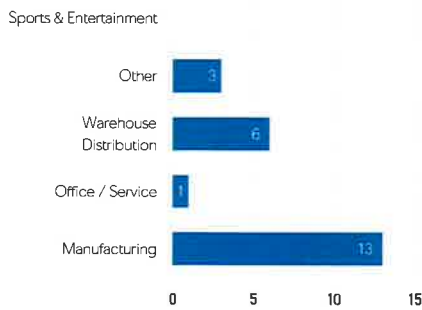
26 Project Opportunities

23 New to Market | 3 Existing Business



- New to Market / Start Up
- Retention / Expansion

New To Market



Retention & Expansion



Prospect & Site Visits

4

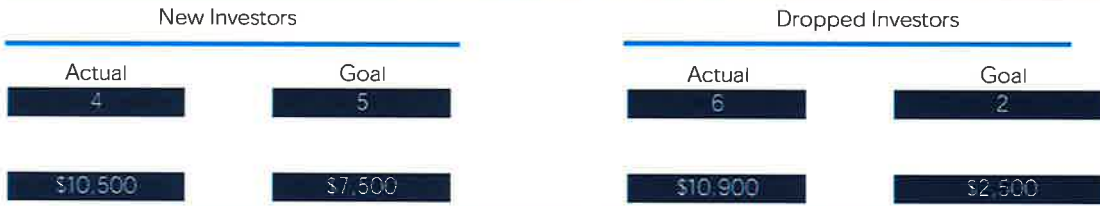
Existing Business

Existing Business Visits		HQ Visits
69		3
Business Assistances		Google & META
4		



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

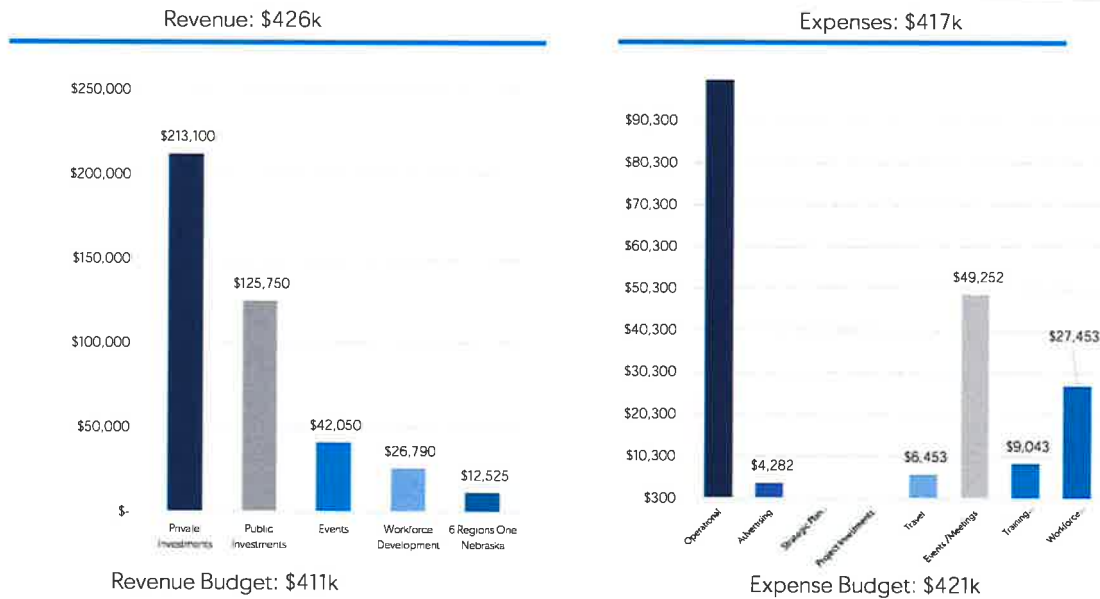
Investor Base



Event Engagement



Organizational Resources



Strategic Meetings

Speaking Engagements	9
Site & Project Meetings	13
Investor Relation Meetings	17
Business/Community Interactions	258



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
2/17/2026

COUNCIL MEETING DATE: February 3, 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 rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1, Roth's Anderson Grove. Applicant: Foundations Development, LLC. General location: Northwest Corner of South 36th Street and Granada Parkway.

SYNOPSIS/BACKGROUND:

Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to rezone Lot 1, Anderson Grove Replat 1, from BN and AG to RG-20 for the purpose of multi-family residential development. The applicant is requesting approval of a change of zone and preliminary plat to allow for multi-family residential development. The applicant intends to construct a senior housing apartment building with on-site parking. The requested RG-20 zoning designation does not require site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Ordinance No. 4202 |
| 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 Portilla
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue
CASE #'s: S-2510-20, Z-2510-09
CITY COUNCIL HEARING DATE: February 17, 2026

REQUEST: to rezone Lot 1, Roth’s Anderson Grove, Replat 1, being a replat of Lot 1, Roth’s Anderson Grove, and Tax Lot 18A1B2B Exc Row, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1 Roth’s Anderson Grove.

On January 22, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, two absent, and zero abstained:

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

VOTE:

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

Planning Commission Hearing was held on: January 22, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2510-09
S-2510-20

FOR HEARING OF:
REPORT #1: January 22, 2026
REPORT #2: February 17, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Foundations Development, LLC
Attn: Rob Woodling
1886 S 126th Street
Omaha, NE 68144

B. PROPERTY OWNER:

RD Blair, LLC
1886 S 126th Street
Omaha, NE 68144

C. GENERAL LOCATION:

Northwest Corner of South 36th Street and Granada Parkway

D. LEGAL DESCRIPTION:

Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Roth's Anderson Grove, Replat 1, from BN and AG to RG-20.
2. Preliminary plat Lot 1, Roth's Anderson Grove.

F. EXISTING ZONING AND LAND USE:

BN and AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and preliminary plat to enable multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.6 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family Residential, RS-72
- 2. **East:** Multi-Family Residential (across South 36th Street), RG-28
- 3. **South:** Vacant, MU (across Granada Parkway)
- 4. **West:** Anderson Grove Elementary (across South 37th Street), AG

C. RELEVANT CASE HISTORY:

1. On September 25, 2014, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, from RE to BN for the purpose of commercial development. On November 10, 2014, the City Council approved this request.

2. On January 22, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, Replat1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20; and preliminary plat Lot 1, Roth's Anderson Grove, Replat 1.

D. APPLICABLE REGULATIONS:

- 1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
- 2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
- 3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Per the city's request, access for the proposed development will be from South 36th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to preliminary plat Lot 1, Roth's Anderson Grove, Replat 1. In conjunction with the platting, the applicant is also requesting a change of zone from BN and AG to RG-20 for the purpose of multi-family residential development.
2. The RG-20 zoning district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The requested RG-20 zoning designation does not require site plan approval. The applicant has provided a site plan for informational purposes only, which is attached to this report.
3. The applicant intends to construct a senior housing apartment building with on-site parking.
4. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, regarding design standards. Compliance with these regulations will be reviewed as part of the building permit process. Adherence to Article 9, landscaping, screening, and fencing requirements will also be reviewed as part of the building permit process.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Community and Development Director, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Planning Director, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, Omaha Public Power District, Metropolitan Area Planning Agency, Papio-Missouri River NRD, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Jeremy Bender, surveyor with the Sarpy County Public Works Department, requested minor revisions to the plat. These revisions have been addressed by the applicant's engineer.

Bellevue Public Works requested revisions to the grading plan and erosion control plan. The sanitary calculations were also requested. These revisions and requests have been addressed by the applicant's engineer.

No other comments were received on this case.

6. The Public Works Department has reviewed the preliminary grading and drainage plans for this proposed development and found them to be acceptable.

7. The applicant will take access from South 36th Street for this development. The developer's engineer is working with the Public Works Department to coordinate the details of this access.

8. The Future Land Use Map of the Comprehensive Plan shows this area as mixed use.

9. Based on the number of acres, this development will require a contribution to the Park Fund in the amount of \$3,064.25. This fee must be paid prior to the filing of the final plat.

10. The applicant is requesting a less intensive zoning than the commercial zoning currently in place. Additionally, access to the development will be from South 36th Street to alleviate additional traffic to the surrounding Quail Creek neighborhood and nearby Anderson Grove Elementary School. Therefore, staff believes this development is compatible with the surrounding area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received January 12, 2026
4. Preliminary plat received December 3, 2025
5. Preliminary site plan received January 9, 2026

VII. COPIES OF REPORT TO:

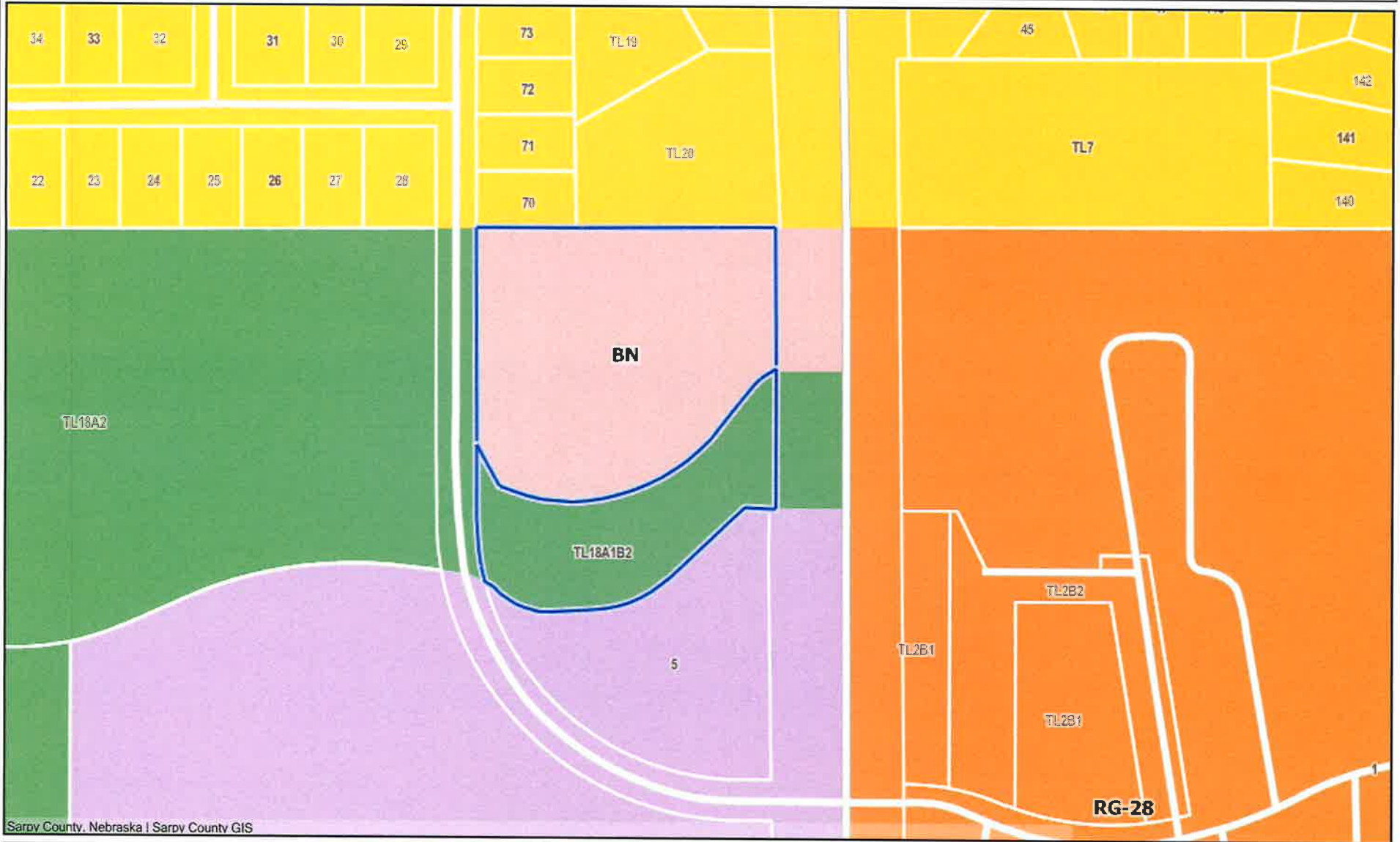
1. Foundations Development, LLC. (Attn: Rob Woodling)
2. JEO Consulting Group, Inc. (Attn: David Harnisch)
3. Locher Pavelka Dostal Braddy & Hammes, LLC (Attn: Matt Eck)
4. Public Upon Request


Assistant Planning Manager

 01/27/26
Planning Director Date of Report



Lot 1 Roth's Anderson Grove Replat 1

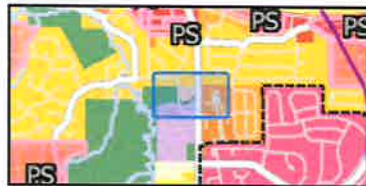


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2629

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





Lot 1 Roth's Anderson's Grove



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1402

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





1886 South 126th Street
Omaha, Ne 68144

RECEIVED
JAN 12 2026
PLANNING DEPT.

January 12, 2026

Tammi Palm
Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Zoning Justification Letter 11821 S 36th Street

Dear Ms. Palm,

Foundations Development, LLC and its subsidiaries would request a rezoning and replat of the area north and west of south 36th Street and Granda Parkway.

The site is currently vacant and undeveloped. The owner is proposing to construct a single, multi-story senior housing apartment building utilizing an existing access point off of 36th Street to connect. Project will include a parking lot, storm water BMP (Extended Dry Detention Basin), and code-compliant landscaping.

A change of zone from BN (Neighborhood Business) and AG (for the Tax Lot that previously contained Granada Parkway) to RG20 is necessary to allow multi-family residential construction.

Sincerely,

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

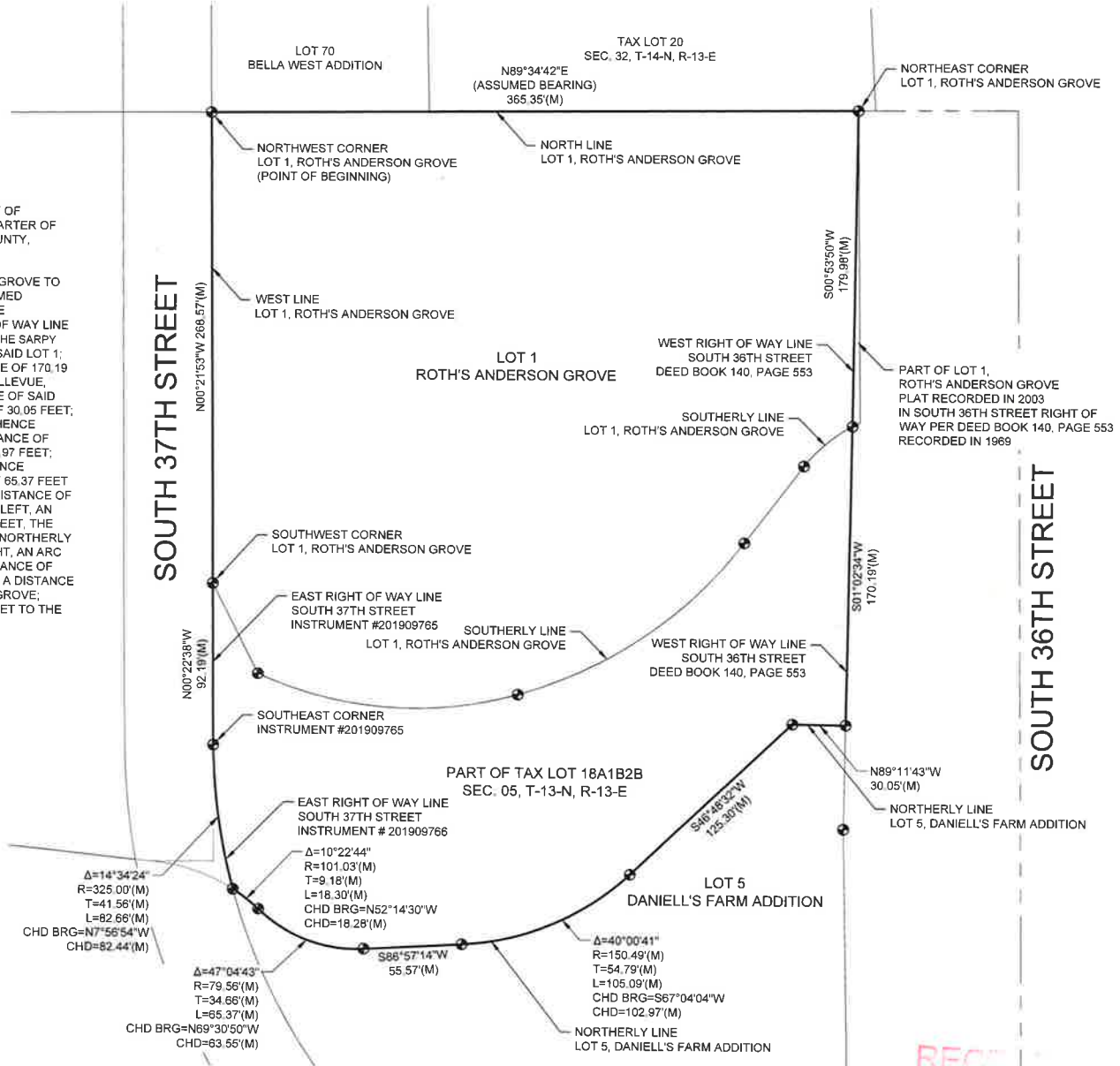
Rob Woodling

PRELIMINARY PLAT
LOT 1 ROTH'S ANDERSON GROVE REPLAT 1
 A COMBINATION OF LOT 1, ROTH'S ANDERSON GROVE,
 CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND
 TAX LOT 18A1B2B OF THE NORTHEAST QUARTER OF
 SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF
 THE SIXTH P.M., SARPY COUNTY, NEBRASKA

TRACT DESCRIPTION:

A TRACT OF LAND BEING PART OF LOT 1, ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE AND PART OF TAX LOT 18A1B2B, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, OF SAID ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE N89°34'42"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 365.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE S00°53'50"W ON THE WEST RIGHT OF WAY LINE OF SOUTH 36TH STREET AS DESCRIBED AND RECORDED IN BOOK 140, PAGE 553 AT THE SARPY COUNTY COURTHOUSE, A DISTANCE OF 179.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE S01°02'34"W CONTINUING ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 170.19 FEET TO THE NORTHERLY LINE OF LOT 5, OF DANIELL'S FARM TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 5, DANIELL'S FARM THE FOLLOWING 6 COURSES; N89°11'43"W, A DISTANCE OF 30.05 FEET; THENCE S46°48'32"W, A DISTANCE OF 125.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 150.49 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 105.09 FEET, THE CHORD OF SAID CURVE BEARS S67°04'04"W, A DISTANCE OF 102.97 FEET; THENCE S86°57'14"W, A DISTANCE OF 55.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A 79.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.37 FEET TO A POINT OF CURVATURE, THE CHORD OF SAID CURVE BEARS N69°30'50"W, A DISTANCE OF 63.55 FEET; THENCE NORTHWESTERLY ON A 101.03 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 18.30 FEET TO THE EAST RIGHT OF WAY LINE SOUTH 37TH STREET, THE CHORD OF SAID CURVE BEARS N52°14'30"W, A DISTANCE OF 18.28 FEET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 82.66 FEET, THE CHORD OF SAID CURVE BEARS N07°56'54"W, A DISTANCE OF 82.44 FEET. THENCE N00°22'38"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 92.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, ROTH'S ANDERSON GROVE; THENCE N00°21'53"W ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 268.57 FEET TO THE POINT OF BEGINNING, CONTAINING 3.865 ACRES, MORE OR LESS.



Project No.: 251444 00
 Date: 10/21/2025
 QAGC: RMO
 Scale: 1" = 30'
 Field Book: SARPY CO.
 Field Crew: AKJ/HH
 Drawn By: RMO

JEO CONSULTING GROUP
 11213 Davenport Street, Suite 200
 Omaha, NE 68154
 402.934.3650

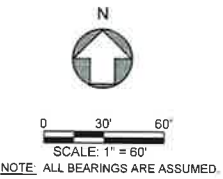
JEO Consulting, Inc.
 1937 N Chestnut St
 Wahoo, NE 68066
 800.723.8567 | jeo.com

Organization Certificate of
 Authorization Number: CA-0069

US SURVEY FEET (MFT)

Sheet 1 of 1

Survey File No.:



REC'D
 DEC 03 2025
 PLANNING DEPT.

Drawing Name: EV-251444-00_Pla_A.dwg
 File Path: J:\Projects\251444-00-36th and Granada Bellevue Developments\Survey\Drawings

ORDINANCE NO. 4202

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT THE NW CORNER OF S 36th ST & GRANADA PKWY, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4202 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove and Tax Lot 18A1B2B Excluding Right-of-Way, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BN (Neighborhood Business District) and AG (Agricultural District) to RG-20 (General Residential – 2,000 Square Feet Per Unit).

(Foundations Development, LLC)

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

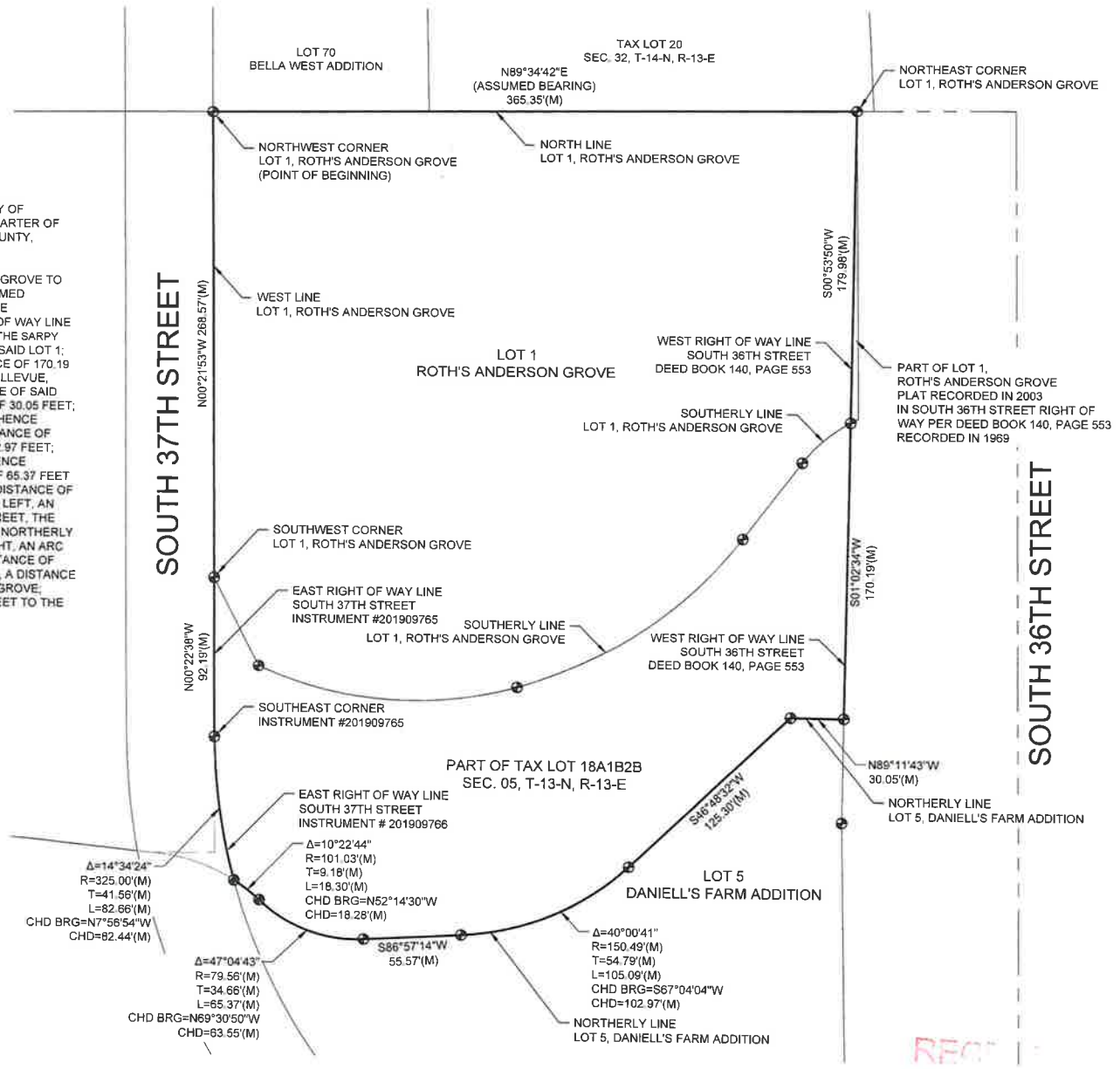
PRELIMINARY PLAT

LOT 1 ROTH'S ANDERSON GROVE REPLAT 1
A COMBINATION OF LOT 1, ROTH'S ANDERSON GROVE, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND TAX LOT 18A1B2B OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA

TRACT DESCRIPTION:

A TRACT OF LAND BEING PART OF LOT 1, ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE AND PART OF TAX LOT 18A1B2B, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, OF SAID ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE N89°34'42"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 365.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE S00°53'50"W ON THE WEST RIGHT OF WAY LINE OF SOUTH 36TH STREET AS DESCRIBED AND RECORDED IN BOOK 140, PAGE 553 AT THE SARPY COUNTY COURTHOUSE, A DISTANCE OF 179.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE S0°02'34"W CONTINUING ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 170.19 FEET TO THE NORTHERLY LINE OF LOT 5, OF DANIELL'S FARM TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 5, DANIELL'S FARM THE FOLLOWING 6 COURSES; N89°11'43"W, A DISTANCE OF 30.05 FEET; THENCE S46°48'32"W, A DISTANCE OF 125.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 150.49 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 105.09 FEET THE CHORD OF SAID CURVE BEARS S67°04'04"W, A DISTANCE OF 102.97 FEET; THENCE S86°57'14"W, A DISTANCE OF 55.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A 79.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.37 FEET TO A POINT OF CURVATURE. THE CHORD OF SAID CURVE BEARS N69°30'50"W, A DISTANCE OF 63.55 FEET; THENCE NORTHWESTERLY ON A 101.03 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 18.30 FEET TO THE EAST RIGHT OF WAY LINE SOUTH 37TH STREET, THE CHORD OF SAID CURVE BEARS N52°14'30"W, A DISTANCE OF 18.28 FEET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 82.66 FEET, THE CHORD OF SAID CURVE BEARS N07°58'54"W, A DISTANCE OF 82.44 FEET; THENCE N00°22'38"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 92.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, ROTH'S ANDERSON GROVE; THENCE N00°21'53"W ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 268.57 FEET TO THE POINT OF BEGINNING, CONTAINING 3.805 ACRES, MORE OR LESS.



Project No.: 251444.00
Date: 10/21/2025
QA/QC: RMO
Scale: 1" = 60'
Field Book: SARPY CO
Field Crew: AK/HH
Drawn By: RMO



JEO CONSULTING GROUP
11213 Davenport Street, Suite 200
Omaha, NE 68154
402.934.3680

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.5697 | jeo.com
Organization Certificate of
Authorization Number: CA-0069



SCALE: 1" = 60'

NOTE: ALL BEARINGS ARE ASSUMED.

US SURVEY FEET (SFT)

Sheet 1 of 1

Survey File No.:

REC'D
DEC 03 2025
PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Street/Alley Vacation Application (SV-2512-04) 2710 Bonnie Street/Sarpy Ave.

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way between LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION, a platted and recorded addition to Sarpy County, Nebraska.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of the right of way between LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION and record to Sarpy County, Nebraska.

ATTACHMENTS:

1. Ordinance <i>4203</i>	2. Application	3. Map
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: _____

David Goedeken
Jason Goedeken
David Goedeken



Permit Number: SV-2512-04

Date of Application: 11/30/2025

Public Works Department
1510 Wall Street
Bellevue, NE 68005
Ph: 402-293-3025/Fax: 402-293-3173

STREET/ALLEY VACATION APPLICATION

Name: Peter Senior

Address: 2710 Bonnie St. Bellvue, NE, 68147
Street City/State/Zipcode

Phone/Fax Number (402) 981-5612 (402) 334-7253 (402) 981-5612
Phone fax cellular

Briefly state the reason for this request: The alley is maintained by myself and
has no future use cases.

Legal description of street/alley to be vacated: Right-of-Way between LOT 62 SOUTHERN VIEW
3RD PLATTING AND LOT 1 MILT'S ADDITION

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


Signature of Applicant

STREET / ALLEY VACATION PETITION

Please read the following carefully:

The following information is required by the Public Works Department and is to assist you in the property preparation of this petition by calling your attention to the following requirements:

1. Only the signature of the legal owner (s) whose property abuts the street or alley to be vacated is valid.
2. The person who signs the petition must be recorded property owners as listed in the Book of Deeds in the Sarpy County Register of Deeds Office. Ownership will be verified by the Public Works Department.

We, the undersigned owners of property, representing more than 75% of the abutting property, hereby ask and petition that the necessary action be taken to vacate:

and we, hereby respectively waive any and all damages, or claims for damages, by reason of said vacating.

NAME OF OWNER	DATE SIGNED	DESCRIPTION OF PROPERTY
Peter Senior <i>Peter Senior</i>	8/25/2022	Lot 62 Southern View 3rd Platting
Charles Faulk Charles Faulk	8/18/2024	it "

STREET / ALLEY VACATION AGREEMENT

That portion of the street/alley platted in Southern View 3rd Platting
Requesting to vacate all of the Right-of-Way (ROW) between 2710 Bonnie Street Bellevue
NE 68147 AND LOT 1 MILT'S ADDITION

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

ORDINANCE NO. 4203

AN ORDINANCE TO VACATE THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION, BELLEVUE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA WITH TITLE THERETO VESTING IN THE ABUTTING PROPERTY OWNER AND TO PROVIDE AN EFFECTIVE DATE THEREFORE.

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

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

THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION

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

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

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

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

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

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

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

Passed and approved this _____ day of January, 2026.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

First Reading: _____

Second Reading: _____

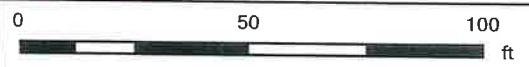
Third Reading: _____

2710 Bonnie St

Milt Storage
(Chandler Storage West)



Sarpy County GIS



Map Scale 1: 630

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 Vacation of northerly portion of Sarpy Ave



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/18/2026		SUBMITTED BY: Finance 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:

Issuance of Highway Allocation Fund Pledge Bonds, Series 2026, in an amount not to exceed \$5,000,000.

SYNOPSIS/BACKGROUND:

The City of Bellevue will issue up to \$5,000,000 of bonds to finance costs of street resurfacing and street reconstruction projects. The city's has been paying cash for projects that were originally budgeted as bond funding. This is to reimburse the city for projects that were completed and paid in cash.

FISCAL IMPACT: \$5,000,000 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?: no

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance No. 4204, authorizing and providing for issuance of highway allocation fund pledge bonds, series 2026, in an amount not to exceed \$5,000,000.00.

ATTACHMENTS:

1. Ordinance No. 4204	2. Bond preliminary Official Statement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Todd King
Joseph [Signature]
William [Signature]

ORDINANCE NO. 4204

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2026 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the “**Project**”), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City’s Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that funds are required by the City with respect to the Project, in an amount not less than \$5,000,000; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City’s receipts from the Nebraska Highway Allocation Fund for the fiscal year ended September 30, 2025 totaled \$7,788,597 and the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2026 are expected to total approximately \$7,799,092; that the City currently has outstanding its: (i) Highway Allocation Fund Pledge and Refunding Bonds, Series 2017, issued in the original principal amount of \$3,900,000, date of original issue – December 28, 2017; (ii) Highway Allocation Fund Pledge and Refunding Bonds, Series 2019, issued in the original principal amount of \$3,715,000, date of original issue – March 1, 2019; and (iii) General Obligation Highway Allocation Fund Pledge Bonds, Series 2021, issued in the original principal amount of \$5,850,000, date of original issue – August 20, 2021 (the “**Outstanding Bonds**”) and the Outstanding Bonds are the only bonds the City currently has outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the Outstanding Bonds and the Bonds as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds, Series 2026 (the “**Bonds**”) in the principal amount of not to

exceed \$5,000,000 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying a portion of the costs of the Project, as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$5,000,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting fee (which shall not exceed 0.90% of the aggregate stated principal amount thereof), (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$5,000,000, and the final maturity date, which shall not be later than September 15, 2036, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 4.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2026**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The **CITY OF BELLEVUE, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to _____, 20__ shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after _____, 20__ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of paying the costs of certain street improvements and related improvements in the City, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the "**Ordinance**") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

Section 7. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer

and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 9. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

Section 10. For the prompt payment of the Bonds and the Outstanding Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "**Fund**"), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. The pledge provided for in this section for the Bonds and the Outstanding Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the Outstanding Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds and the Outstanding Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same fall due (including mandatory sinking fund redemptions).

Section 11. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

Section 12. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City authorizes each Authorized Officer to designate a series of the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code. The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with any such the designation of the Bonds as “qualified tax-exempt obligations.”

Section 13. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

Section 14. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose

sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 18. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 19. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 20. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: February 17, 2026.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

[SEAL]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/17/2026		SUBMITTED BY: Administration	
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:

An Ordinance to Approve the Sale and Conveyance of 1.54 Acres more or less of City owned property to P5 Properties, L.L.C., a Nebraska Limited Liability Company and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns 1.54 acres located at NE PT LOT 5 DANIELL'S FARM ADDITION N OF GRANADA PKWY EXC ROW in Bellevue, Sarpy County, Nebraska. P5 Properties, L.L.C., a Nebraska Limited Liability Company desires to enter into a Uniform Commercial Purchase Agreement with the City for the sale of said 1.54 acres for the purchase price of \$135,000.00. The City does not have any reasonable and foreseeable use for the 1.54 acres.

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 Uniform Commercial Purchase Agreement.

ATTACHMENTS:

1. Ordinance 4205	2. Uniform Commercial Purchase Agreement	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over lines]

ORDINANCE NO. 4205

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF 1.54 ACRES MORE OR LESS OF CITY PROPERTY TO P5 PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Uniform Commercial Purchase Agreement, consisting of 1.54 acres more or less in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, P5 Properties, L.L.C., a Nebraska Limited Liability Company that desires to purchase from the City the above-described 1.54 acres of City-owned land; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described 1.54 acres more or less for the price of One Hundred Thirty Five Thousand Dollars; and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bellevue as follows:

Section 1: That the real estate legally described in the Uniform Commercial Purchase Agreement attached hereto shall be sold and conveyed to P5 Properties, L.L.C., a Nebraska Limited Liability Company.

Section 2: That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Uniform Commercial Purchase Agreement attached hereto.

Section 3: That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Warranty Deed referenced in Paragraph four (4) of the Uniform Commercial Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4: Effective Date and Publication. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation of the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance

petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regulation municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

UNIFORM COMMERCIAL PURCHASE AGREEMENT
(This is a legally binding contract. If not understood, seek legal advice.)

CBRE, Inc., Broker

February _____, 2026

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") dated as of the latest date of execution shown on the signature page hereto (the "Effective Date"), by and between The City of Bellevue ("Seller"), and P5 Properties, LLC and/or assigns ("Buyer") with reference to the following:

1. **Address:** No street address assigned.
2. **Legal Description (Property):** NE PT LOT 5 DANIELL'S FARM ADDITION N OF GRANADA PKWY EXC ROW (1.54 AC) including all fixtures and equipment permanently attached to the Property.
3. **Personal Property:** None.
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay One Hundred Thirty Five Thousand DOLLARS (\$135,000.00) on the following terms: Five Thousand and 00/100s DOLLARS \$5,000.00 (Deposit), to be paid within to be paid within five (5) business days following the full execution of this agreement, deposited directly to TitleCore National, 8701 W Dodge Rd, Suite 150 Omaha, NE Phone: 402-333-8100 Attn: Beth Bucklin ("Escrow Agent") at the Omaha Office. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event that the Buyer cancels this agreement, in writing, before the end of the time period specified in paragraph 7 the Deposit will be returned to the Buyer. In the event of refusal or failure of the Buyer to consummate the purchase, after all applicable conditions specified in paragraph 7 have been met or waived, the Seller will retain the Deposit as its liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
7. **Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and any Deposit returned to Buyer. Buyer shall have sixty (60) days commencing upon the full execution of this Purchase Agreement (the "Due Diligence Period") to perform any inspections, analysis, or evaluations it deems necessary or desirable on the Property, including any environmental or geotechnical studies and testing. Such inspections shall be at Buyer's sole cost, expense and risk. Seller will at all times during the Due Diligence Period give Buyer access to the Property upon reasonable advance notice and during regular business hours to allow Buyer and any contractor or consultant on the Buyers behalf inspect, sample, and test the Property, the soil, water and subsurface to Buyers full satisfaction to determine the condition of the same. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to terminate the contract for any reason or no reason and the Earnest Deposit shall be refunded. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, costs and expenses that should arise out of Buyer's inspection efforts. All of such entries upon the Property shall be at reasonable times during normal business hours and after reasonable prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Buyer during any activities performed by Buyer on the Property. Buyer shall not contact any governmental agency or instrumentality, or any other third person regarding the Property without the prior written consent of Seller. Buyer shall provide Seller with a copy of the results of any third-party tests and inspections made by Buyer, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Buyer will restore the Property to the same condition as existed before the inspection or test. Buyer shall defend, indemnify and hold Seller, Seller's members, managers, trustees, directors, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Buyer's inspection of the Property as allowed herein. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.
Within ten (10) business days of execution of the Purchase Agreement by both parties, Seller shall furnish Buyer any additional pertinent information that Seller may then be aware of or have in its possession or control including but not limited to: environmental surveys, studies, or notices; ALTA survey; building plans, soil conditions (including a copy of any soils reports); restrictive zoning easements or covenants; traffic studies and engineering reports; special requirements or governing statutes concerning flood plain, landscape and/or the like; anticipated city, state and health permitting status and procedures; surveys and flood plain elevation certificates and any other design documentation that has been completed for the site at no cost to Buyer. If Buyer deems any of them unsuitable for its use, Buyer shall have the right to terminate the contract, and the Earnest Deposit shall be refunded.
8. **Taxes:** Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.
 Rural Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of closing, and Seller shall, also, pay all prior years' taxes, interest, and other charges.
9. **Rents, Deposit and Leases, If Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. If necessary, the actual Operating Expenses incurred and the actual Operating Expense collections, associated with the property, will be reconciled/adjusted between the Buyer and the Seller within 45 days of Closing and the amount due to Buyer or Seller based on such reconciliation, if any, shall promptly be paid to the appropriate party. Copies of all current leases shall be provided to the Buyer at the time of closing.

10. **Sanitary and Improvement District (S.I.D.):** The parties acknowledge that the property is not located in a sanitary improvement district.

11. **Conveyance of Title:** Seller shall furnish a current title insurance commitment to Buyer as soon as practical. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer may rescind this agreement, and the Deposit shall be refunded. Closing shall occur **within thirty (30) days following the expiration of the Due Diligence Period** and possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.

12. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds.

Seller shall pay for the cost of (i) one-half (1/2) of the costs of a standard Title Policy; (ii) any documentary stamps and transfer taxes; (iii) one-half (1/2) of Escrow Agents standard escrow fees; (iv) its attorney's fees; and (v) the real estate brokerage commissions.

Buyer shall pay for the cost of (i) one-half (1/2) of the costs of the Title Policy and plus the entire cost of any endorsements to the Title Policy requested by Buyer; (ii) costs of any environmental updates; (iii) one-half (1/2) of Escrow Agent's standard escrow fees; and (iv) its attorney's fees.

13. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

14. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.

~~15. **Wood Infestation:** Buyer agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Buyer agrees to accept the treated property upon completion of repairs.~~

~~16. **Smoke Detector:** Seller agrees to install, at Seller's expense, smoke detectors as required by law.~~

17. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no latent defects in the Property. Prior to Closing the Buyer shall have reasonable access to the Property.

18. **Environmental:** Seller represents to the best of the Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

19. **Tax Deferred Exchange:** Seller acknowledges that Buyer may elect to effect a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that Buyer utilizes the services of a "qualified intermediary" as defined in Treasury Regulation §1.1031(k)(g)(4)(iii) ("Intermediary") to effectuate such Section 1031 exchange. Seller agrees to cooperate in the accomplishment of that purpose provided only that Seller shall incur no liability or expense beyond those inherent in the sale of the Property in accordance with the terms of this Agreement nor be delayed in the Closing. Buyer may assign this Agreement to an Intermediary without Seller's consent for purposes of effectuating a 1031 exchange. Any assignment by Buyer in conformance with this Section shall be at the sole cost of Buyer. Such assignment shall in no way reduce, modify or otherwise affect the obligations of such Buyer pursuant to this Agreement; and Buyer shall remain fully liable for its obligations under this Agreement as if such assignment shall not have taken place. Seller agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with Buyer to effectuate a Section 1031 exchange, and Buyer hereby holds Seller free and harmless of any tax liability to Buyer in connection with such Section 1031 exchange.

20. **Successors and Assigns:** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Buyer shall have the right to assign this Agreement without consent by Seller; provided, that Buyer shall remain liable for the obligations of Buyer under this Agreement.

THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.

NO WARRANTIES PARAGRAPH

Condition of Property: The parties hereto acknowledge that if Buyer proceeds to close on the purchase of the Property, then Buyer represents that it has had sufficient access to the Property and has determined for itself that the Property is satisfactory to Buyer for Buyer's intended uses and purposes, in which case, Buyer shall be conclusively presumed to have satisfied itself as to the usefulness and legal limitations to the Property, and to its condition and the environmental condition of the Property and further, Buyer takes Property in its present condition, "AS IS" without reliance upon any representation, warranty, opinion or statement of Seller or any agent of Seller.

19. **Agency:** The AGENT(S) involved in this transaction are:

[x] **Michael Kaufman of CBRE, Inc.** is acting as limited agent for the Seller.

[x] **Nick Weideman of CBRE, Inc.** is acting as limited agent for Buyer.

20. **Broker Compensation:**

[x] Buyer and Seller acknowledge that CBRE, Inc. is being paid a fee by Seller at closing equal to six percent (6%) of the Purchase Price, which shall be shared equally between Buyer's Broker and Seller's Broker dispersed directly at closing.

21. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before 2/11/2026 @ 12:00 Noon.
22. **Remonstrance Period.** This Purchase & Sale Agreement is subject to the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. §16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance. If a remonstrance petition pursuant to Neb. Rev. Stat. §16-202 (2) is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase & Sale Agreement does not occur, any earnest money deposited by Buyer pursuant to this agreement shall be refunded to Buyer.
23. **"As Is" Purchase.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY SHALL BE CONVEYED TO PURCHASER ON AN "AS-IS, WHERE-IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY OR ANY PORTION THEREOF.

THE ABOVE TERMS ARE AGREED AND ACCEPTED.

BUYER:
P5 PROPERTIES, LLC

By: 
Name: P5 Properties LLC

Date: 2-09-2026

SELLER:
THE CITY OF BELLEVUE

By: _____
Name: _____

Date: _____

EXHIBIT A

NE PT LOT 5 DANIELL'S FARM ADDITION N OF GRANADA PKWY EXC ROW (1.54 AC)



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
2/17/2026

COUNCIL MEETING DATE: 02/17/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Event License application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza at Thompson Park on Saturday, March 28, 2026 from 2:00 p.m. to 4:00 p.m. (Alternate Date - April 4, 2026)

SYNOPSIS/BACKGROUND:

This is an Annual Community Easter Event which will be held at Thompson Park on Saturday, March 28, 2026 from 2:00 p.m. to 4:00 p.m. with an Alternate Date of Saturday, April 4, 2026.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza at Thompson Park on Saturday, March 28, 2026 from 2:00 p.m. to 4:00 p.m. with an Alternate Date - April 4, 2026.

ATTACHMENTS:

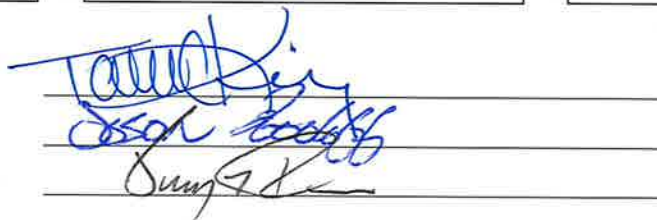
1. Application for Event License	2. Comments from city departments	3. Certificate of Insurance
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





APPLICATION FOR EVENT LICENSE

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

Organization Name: Thanksgiving Church Date: 1-26-26

Contact Person Information for Organization:

Name: Jay Giovanni Phone: 402-618-4632 Email: j.v.inhigrace2023@gmail.com
Address: 8302 Madison St. City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Annual Community Easter Eggstravaganza!

Location of Event/Alternate Location:

Thompson Park

Dates of Event: 3-28-26 Alternate Dates: 4-4-26 Hours of Event: 2pm-4pm

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

- 1. Sanitary Facilities: Porta Potty
2. Running Water: Water on site
3. Power: generators
4. Parking: City parking is fine
5. Insurance: will bring

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

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

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

Signature of Applicant: Jason M Giovanni

Police Department Requests:

NONE

Parks Department Requests:

NONE

Street Department Requests:

NONE

Special Request:

NONE



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedecken

FROM: Susan Kluthe

DATE: January 28, 2026

SUBJECT: Recommend approval of an event license application for Thanksgiving Church for Annual Easter Eggstravaganza to be held at Thompson Park on Saturday, March 28, 2026 from 2:00 p.m. to 4:00 p.m. Inclement weather alternate date: Saturday, April 4, 2026.

Please make comments on the above request and return to Susan Kluthe, by, February 4, 2026 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Empty rectangular box for comments.

J Shada
Signature or Fill in Your Name
Leanna Persinger

1-28-26
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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 - Sgt. Larry Lampman
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Comments

No Comments

Capt. Kurt Stroehler
Digitally signed by Capt. Kurt Stroehler
Date: 2026.01.28 13:07:02 -06'00'

Signature or Fill in Your Name

1-28-26

Date



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: January 28, 2026

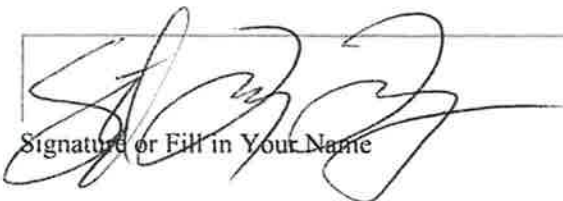
SUBJECT: Recommend approval of an event license application for Thanksgiving Church for Annual Easter Eggstravaganza to be held at Thompson Park on Saturday, March 28, 2026 from 2:00 p.m. to 4:00 p.m. Inclement weather alternate date: Saturday, April 4, 2026.

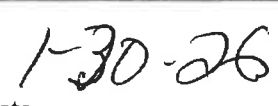
Please make comments on the above request and return to Susan Kluthe, by, February 4, 2026 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

BPD will support this event. This requires two officers for crowd and traffic control.


Signature or Fill in Your Name


Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
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Comments

No Comments

None
- BR

Signature or Fill in Your Name

01/28/2026

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 100289987
Lightwell Insurance Advisors of Colorado LLC
2855 S 70th Street Ste 101
Lincoln, NE 68506
CONTACT NAME: Samantha Henderson
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: shenderson@lightwell.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Brotherhood Mutual Ins Co NAIC # 13528
INSURED: Thanksgiving Lutheran Church
Harold Carlson
3702 S 370 Plaza
Bellevue, NE 68123
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), City of Bellevue is named as additional insured on the policy in relation to the Easter egg hunt on March 28, 2026 or April 4, 2026.

CERTIFICATE HOLDER: City of Bellevue, Parks Department, 1500 Wall St, Bellevue, NE 68005
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Sarpy County Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: ZxFHZ15q8DedEwwCbckX | **Proof Updated: Jan. 28, 2026 at 01:15pm CST**
Notice Name: P/H Notice - Easter EGGstravaganza 2026 | Publisher ID: COL-NE-903691

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Susan Kluthe
susan.kluthe@bellevue.net
(402) 293-3007

FILING FOR

Sarpy County Times

Columns Wide: 1

Ad Class: Legals

02/04/2026: General Legal Notice 14.73

Total \$14.73

**Notice of Public Hearing
Annual Community Easter
EGGstravaganza**

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, February 17, 2026, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the Event License Application for Thanksgiving Church to hold their Annual Community Easter Eggstravaganza on Saturday, March 28, 2026, from 2:00 p.m. to 4:00 p.m., Alternate date would be Saturday, April 4, 2026, same time, at Thompson Park, Bellevue.

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

Susan Kluthe
City Clerk
COL-NE-903691 2/4 ZNEZ

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26 2/17/26		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:

[Handwritten signatures]

**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 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 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

Rusty Hike, Mayor
City of Bellevue, Nebraska

Tracey Colgrove

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, 2020 by Tracey Colgrove, President, on behalf of the organization.

My Commission Expires:

8/19/28



Susan Kluthe
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
2/17/2026

COUNCIL MEETING DATE: 02/17/2026		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:

Amendment to the Bellevue Mattel Sublicense Agreement with Project Play Holdings LLC. and American Resort Management

SYNOPSIS/BACKGROUND:

This item pertains to amendments to the Mattel Bellevue Sublicense agreement to include language to better comply with the City's obligations to their bond holders in relation to the financial instruments tax-free status with the Internal Revenue Service of the United States of America

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this item

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Tatiana
[Signature]
[Signature]

SECOND AMENDMENT TO SUB-LICENSE AGREEMENT

This Second Amendment to Sub-License Agreement (“**Second Amendment**”), dated as of _____, 2026, is entered into by and among **PROJECT PLAY HOLDINGS, LLC**, a limited liability company (the “**Brand Manager**”), **American Resort Management, LLC**, a limited liability company (“**ARM**”), and **the City of Bellevue, Nebraska**, (the “**Sublicensee**”), in consideration of the terms and conditions of this Second Amendment and other good and valuable consideration, and the foregoing parties hereby agree as follows:

Section 1. The Brand Manager, ARM, and Sublicensee, entered into a Sub-License Agreement with an effective date of _____, 2026 (the “**Original Agreement**”) and agree that it is necessary and appropriate to clarify certain aspects of the Original Agreement regarding to approvals and determinations made with respect to the facilities and properties governed by the Original Agreement. Capitalized terms used in this Second Amendment and not defined herein shall have the meanings provided in the Original Agreement.

Section 2. Clause 8.1 of the Original Agreement is hereby amended to read as follows:

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 specific use of the Brands shall be subject to Mattel’s written approval pursuant to Clause 8.8 below. The final Master Plan must receive Mattel’s written approval pursuant to Clause 8.8 below, prior to final review and approval by Sublicensee.

Section 3. Clause 8.8.2 of the Original Agreement is hereby amended to read as follows:

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 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). 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.

Section 4. The Original Agreement is amended by adding a new Clause 8.8.6 to read as follows:

8.8.6 For the avoidance of doubt, Brand Manager and Mattel shall retain final approval over those items enumerated in Section 8.8.2 (including all Brand-related items). Brand Manager and Mattel will also provide joint approval for the Venue, Attraction, and Master Plan, though Sublicensee shall retain

final approval over the Venue, Attraction, Master Plan, and Business in accordance with Section 3.2.

Section 5. Clause 13.1.1 of the Original Agreement is hereby amended to read as follows:

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 Receipts from Admission Fees.

Section 6. The "Definitions" section of Schedule B is hereby amended to amend the defined terms "Attraction," "Master Plan" and "Venue" to read as follows:

"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 Brand-related items 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

“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 jointly approved by Brand Manager, Mattel and Sublicensee in accordance with Section 8 of this Agreement and which will be substantially followed for each Attraction.

“Venue”

means the approved venue in the Territory (whether at an existing venue or at a new build venue) within which the Attraction will be located and owned by the Sublicensee. 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 all parties to the Agreement upon the signing of this Agreement.

Section 7. Except as otherwise provided in this Second Amendment, the provisions of the Original Agreement are hereby ratified, approved and confirmed and incorporated herein by this reference.

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: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 17, 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 260202 PK26(2) Willow Springs Park Trail Renovation (HGM) - Design

SYNOPSIS/BACKGROUND:

We recommend the City Council and Mayor review and approve the agreement between the City and HGM Assoc. (HGM) to provide design engineering services for PK26(2) Willow Springs Park Trail Renovation (HGM) in the amount of \$26,150.00. Professional engineering services to includes reimbursable expenses, project management, topographic survey, preliminary and final designs and bidding phase services.

FISCAL IMPACT?: YES BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Assoc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: BPW 260202 PK26(2) Willow Springs Park Trail Renovation - Design

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260202 PK26(2) Willow Springs Park Trail Renovation - Design

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

CIP PROJECT NAME: Bike and Trail Renovations - Willow Springs Park CIP PROJECT NUMBER: PK 26(02)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates for the design services for Willow Springs Park Trail Renovation in the amount of \$26,150.00.

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:





February 5, 2026

John Krager, PE
City of Bellevue, Public Works Dept.
1510 Wall Street
Bellevue, NE 68005Address

Subject: BPW Willow Springs Trails Improvements
Bellevue, Nebraska
HGM Proposal No. 000726-006

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering, landscape architectural, and surveying services for the referenced project. This agreement consists of this letter and the following attachments: Scope of Services (Exhibit A), General Provisions (Exhibit B), Approximate Survey Limits (Exhibit C), and the Fee Breakdown (Exhibit D).

HGM will provide Basic Services including Surveying, preparing a Preliminary Design, Final Design Documents, and assistance during Bidding. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Civil Engineering and Landscape Architectural services on an hourly basis with a not to exceed ceiling on our fees of \$25,900.00. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

Reimbursable expenses will be charged on the basis of actual cost, invoiced to HGM. Printing and plan distribution expenses of bidding documents for contractors are estimated to be \$250.00. All reimbursable expenses are in addition to the cost for Basic Services defined above.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within (5) calendar days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can be completed on the construction documents within 75 days, assuming a quick authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately.

John Krager
City of Bellevue, Public Works Dept.
February 5, 2026

Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Todd Maiellaro, ASLA
Landscape Architect



Jared L. Olson, P.E.
Vice-President

Acceptance of Proposal:

CITY OF BELLEVUE, PUBLIC WORKS DEPT. - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

SCOPE OF SERVICES

EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated February 5, 2026, between: CITY OF BELLEVUE, PUBLIC WORKS DEPT. (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: BPW Willow Springs Trails Improvements

The project consists of the design and construction document preparation for:

- The removal and replacement of the existing trail with a new 8-foot-wide concrete trail.
- Increase those sidewalks in the out-lot areas along the road to 5' wide.
- Realign trail entrances to align with curb ramps at intersections with Lewis & Clark Road and with Hogantown Drive. Includes design of trail curb ramps.
- Replace culverts below trail on segment near playground.
- Reconfigure interior trail intersections with "Y" trail intersections.
- Construction will disturb more than 1 acre requiring a SWPPP permit.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

I. SURVEYING

- A. Topographic Survey of areas for new or re-aligned trail, see Attachment C for limits of proposed survey areas. Additional survey areas may result in additional services.
- B. Create CAD drawing of survey.

II. PRELIMINARY TRAIL DESIGN

The CONSULTANT will perform the following tasks for the CLIENT during the preliminary trail design phase:

- A. Field Investigation of Project Site.
- B. Develop Horizontal & Vertical Alignments for new segments of trail not being reconstructed in place.
- C. Prepare preliminary design drawings for submittal to City. Anticipated drawings include:
 1. Cover Sheet
 2. Typical Trail Sections
 3. Miscellaneous Details
 4. Aerial Photo Plan of Trails with Construction Notes
 5. Trail Alignment Drawing/Control Coordinates
 6. Trail Plan & Profile Drawings
 7. Trail Cross Sections
- D. Develop quantities and opinion of probable construction cost.
- E. Submit PDF of plans and cost estimate to City for review.
- F. Attend Review Meeting.

SCOPE OF SERVICES *(Continued)*

EXHIBIT A

III. FINAL TRAIL DESIGN

The CONSULTANT will perform the following tasks for the CLIENT during the final trail design phase:

- A. Address review comments from preliminary design.
- B. Complete design and Final Construction Drawings. Anticipated drawings include:
 - 1. Cover Sheet
 - 2. General Notes / Estimated Quantities
 - 3. Typical Trail Sections
 - 4. Miscellaneous Details
 - 5. Trail Alignment Drawing/Control Coordinates
 - 6. Trail Plan & Profile Drawings with Removal & Construction Notes
 - 7. Culvert Cross Sections
 - 8. Trail Cross Sections
 - 9. SWPPP Drawings
- C. Develop quantities and opinion of probable construction cost.
- D. Prepare project specifications and project front-end documents.
- E. Submit PDF of plans, specifications and cost estimate to City for review.
- F. Address any comments from review.

IV. PERMITS

- A. Prepare SWPPP Narrative and Submit Grading Permit / Storm Water Pollution Prevention Plan (SWPPP) Application to City of Bellevue through the Papillion Creek Watershed Partnership website.
- B. Prepare National Pollution Discharge Elimination (NPDES) permit application for construction operations and submit to NE Department of Natural Resources.

V. BIDDING SERVICES

- A. Coordinate Plan Room Distribution of Construction Documents.
- B. Attend Pre-Bid meeting if required.
- C. Answer Contractor questions during bid period.
- D. Issue clarifications and Addenda as necessary.
- E. Conduct Bid Opening at City of Bellevue Public Works Offices.
- F. Review Bids and Provide Bid Tab and Letter of Recommendation of Acceptance of Low Bidder.
- G. Provide Construction Agreement to Low Bidder.

SCOPE OF SERVICES *(Continued)*

EXHIBIT A

Trail Design Notes:

1. The City of Bellevue will be responsible for the Advertisement of the project.
2. Drawings will reference City of Omaha Standard Specifications and will have any other technical specification information noted on the drawing or included in the Special Provisions.
3. Post Construction Stormwater Management Plan preparation and permitting is not included in the Scope of Services. Post Construction requirements are not anticipated to be required.
4. Any existing bench pads along the trail will be replaced with a new concrete bench pad. Benches will be removed and replaced by the City. Benches are not included in the design package.
5. Areas of existing trail that exceed 5% maximum slope, will be replaced at the existing grade unless it is possible to achieve the 5% grade without disturbing a larger area. Note that some areas are narrow and may not be possible to achieve the 5% grade.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following:

- A. Access to Site.

GENERAL PROVISION

EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated February 5, 2026, between: CITY OF BELLEVUE, PUBLIC WORKS DEPT. (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

640 FIFTH AVENUE, COUNCIL BLUFFS, IOWA 51501, PHONE (712) 323-0530, FAX (712) 823-9114

450 REGENCY PARKWAY, SUITE 120, OMAHA NEBRASKA 68114, (402) 346-7559, FAX (712) 823-9114

GENERAL PROVISIONS

EXHIBIT B

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

APPROXIMATE SURVEY LIMITS

EXHIBIT C



Exhibit C
Willow Springs
Approximate Survey Limits

FEE BREAKDOWN

EXHIBIT D

FEE BREAKDOWN
HGM ASSOCIATES, INC.
Exhibit D

City of Bellevue
Willow Springs Trail Improvements
#000726-006

SALARY EXPENSES

Classification	Manhours		Rate	Cost
Senior Project Engineer	12	X	\$258.00	\$3,096.00
Landscape Architect/PM	74	X	\$181.25	\$13,412.50
Engineering Tech	26	X	\$139.00	\$3,614.00
Admin. Assistant	9	X	\$94.25	\$848.25
Subtotal Design Expenses				\$20,970.75
Reg. Land Surveyor	2	X	\$176.00	\$352.00
Survey Crew	18	X	\$210.00	\$3,780.00
Survey Tech	6	X	\$138.00	\$828.00
Subtotal Survey Expenses				\$4,960.00
NON-SALARY EXPENSES				\$0.00
Subtotal Non-Salary Expenses				\$0.00
TOTAL PROPOSAL COST				\$25,930.75

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 17, 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 260201 PK26(1) Everett Park Trail Renovation - Design

SYNOPSIS/BACKGROUND:

We recommend the City Council and Mayor review and approve the agreement between the City and HGM Assoc. (HGM) to provide design engineering services for PK26(1) Everett Park Trail Renovation in the amount of \$38,411.00. Professional engineering services to includes reimbursable expenses, project management, topographic survey, preliminary and final designs and bidding phase services.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 260201 PK26(1) Everett Park Trail Renovation - Design

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260201 PK26(1) Everett Park Trail Renovation - Design

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

CIP PROJECT NAME: Bike and Trail Renovations - Everett Park CIP PROJECT NUMBER: PK 26(01)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates for the design services for Everett Park Trail Renovation in the amount of \$38,411.00.

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:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



February 5, 2026

John Krager, PE
City of Bellevue, Public Works Dept.
1510 Wall Street
Bellevue, NE 68005Address

Subject: BPW Everett Park Trails Improvements
Bellevue, Nebraska
HGM Proposal No. 000726-005

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering, landscape architectural, and surveying services for the referenced project. This agreement consists of this letter and the following attachments: Scope of Services (Exhibit A), General Provisions (Exhibit B), Approximate Survey Limits (Exhibit C), and the Fee Breakdown (Exhibit D).

HGM will provide Basic Services including Surveying, preparing a Preliminary Design, Final Design Documents, and assistance during Bidding. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Civil Engineering and Landscape Architectural services on an hourly basis with a not to exceed ceiling on our fees of \$38,161.00. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

Reimbursable expenses will be charged on the basis of actual cost, invoiced to HGM. Printing and plan distribution expenses of bidding documents for contractors are estimated to be \$250.00. All reimbursable expenses are in addition to the cost for Basic Services defined above.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within (5) calendar days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can be completed on the construction documents within 75 days, assuming a quick authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately.

John Krager
City of Bellevue, Public Works Dept.
February 5, 2026

Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Todd Maiellaro, ASLA
Landscape Architect



Jared L. Olson, P.E.
Vice-President

Acceptance of Proposal:

CITY OF BELLEVUE, PUBLIC WORKS DEPT. - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

SCOPE OF SERVICES

EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated February 5, 2026, between: CITY OF BELLEVUE, PUBLIC WORKS DEPT. (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: BPW Everett Park Trails Improvements

The project consists of the design and construction document preparation for:

- The removal and replacement of the existing trail with a new 8-foot-wide concrete trail.
- A new 8-foot-wide concrete trail along the east side of the park from the ballfield on the south to the parking lot on the north.
- Replacement of the approach slabs for the pedestrian bridge along with reconfiguration of the flumes for better drainage.
- Investigate improvement of the trail slope and alignment from the playground to the splashpad.
- Replace the existing 5-foot sidewalk along Betz Road with new 8-foot-wide sidewalk.
- Improve trail tie into sidewalks at Twin Ridge Drive.
- Construction will disturb more than 1 acre requiring a SWPPP permit.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

I. SURVEYING

- A. Topographic Survey of areas for new or re-aligned trail, see Attachment C for limits of proposed survey areas. Additional survey areas may result in additional services.
- B. Create CAD drawing of survey.

II. PRELIMINARY TRAIL DESIGN

The CONSULTANT will perform the following tasks for the CLIENT during the preliminary trail design phase:

- A. Field Investigation of Project Site.
- B. Develop Horizontal & Vertical Alignments for new segments of trail not being reconstructed in place.
- C. Prepare preliminary design drawings for submittal to City. Anticipated drawings include:
 1. Cover Sheet
 2. Typical Trail Sections
 3. Miscellaneous Details
 4. Aerial Photo Plan of Trails with Construction Notes
 5. Trail Alignment Drawing/Control Coordinates
 6. Trail Plan & Profile Drawings
 7. Trail Cross Sections
- D. Develop quantities and opinion of probable construction cost.
- E. Submit PDF of plans and cost estimate to City for review.
- F. Attend Review Meeting.

SCOPE OF SERVICES *(Continued)*

EXHIBIT A

III. FINAL TRAIL DESIGN

The CONSULTANT will perform the following tasks for the CLIENT during the final trail design phase:

- A. Address review comments from preliminary design.
- B. Complete design and Final Construction Drawings. Anticipated drawings include:
 - 1. Cover Sheet
 - 2. General Notes / Estimated Quantities
 - 3. Typical Trail Sections
 - 4. Miscellaneous Details
 - 5. Trail Alignment Drawing/Control Coordinates
 - 6. Trail Plan & Profile Drawings with Removal & Construction Notes
 - 7. Trail Cross Sections
 - 8. SWPPP Drawings
- C. Develop quantities and opinion of probable construction cost.
- D. Prepare project specifications and project front-end documents.
- E. Submit PDF of plans, specifications and cost estimate to City for review.
- F. Address any comments from review.

IV. PERMITS

- A. Prepare SWPPP Narrative and Submit Grading Permit / Storm Water Pollution Prevention Plan (SWPPP) Application to City of Bellevue through the Papillion Creek Watershed Partnership website.
- B. Prepare National Pollution Discharge Elimination (NPDES) permit application for construction operations and submit to NE Department of Natural Resources.

V. BIDDING SERVICES

- A. Coordinate Plan Room Distribution of Construction Documents.
- B. Attend Pre-Bid meeting if required.
- C. Answer Contractor questions during bid period.
- D. Issue clarifications and Addenda as necessary.
- E. Conduct Bid Opening at City of Bellevue Public Works Offices.
- F. Review Bids and Provide Bid Tab and Letter of Recommendation of Acceptance of Low Bidder.
- G. Provide Construction Agreement to Low Bidder.

SCOPE OF SERVICES *(Continued)*

EXHIBIT A

Trail Design Notes:

1. The City of Bellevue will be responsible for the Advertisement of the project.
2. Drawings will reference City of Omaha Standard Specifications and will have any other technical specification information noted on the drawing or included in the Special Provisions.
3. Post Construction Stormwater Management Plan preparation and permitting is not included in the Scope of Services. Post Construction requirements are not anticipated to be required.
4. Any existing bench pads along the trail will be replaced with a new concrete bench pad. Benches will be removed and replaced by the City. Benches are not included in the design package.
5. Areas of existing trail that exceed 5% maximum slope, will be replaced at the existing grade unless it is possible to achieve the 5% grade without disturbing a larger area. Note that some areas are narrow and may not be possible to achieve the 5% grade.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following:

- A. Access to Site.

GENERAL PROVISION

EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated February 5, 2026, between: CITY OF BELLEVUE, PUBLIC WORKS DEPT. (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

GENERAL PROVISIONS

EXHIBIT B

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

APPROXIMATE SURVEY LIMITS

EXHIBIT C



Exhibit C
Everett Park
Approximate Survey Limits

FEE BREAKDOWN

EXHIBIT D

**FEE BREAKDOWN
HGM ASSOCIATES, INC.
Exhibit D**

**City of Bellevue
Everett Park Trail Improvements
#000726-005**

SALARY EXPENSES

Classification	Manhours		Rate	Cost
Senior Project Engineer	33	X	\$258.00	\$8,514.00
Design Engineer	102	X	\$143.00	\$14,586.00
Engineering Tech	71	X	\$139.00	\$9,869.00
Subtotal Design Expenses				\$32,969.00

Reg. Land Surveyor	1	X	\$176.00	\$176.00
Survey Crew	16	X	\$210.00	\$3,360.00
Survey Tech	12	X	\$138.00	\$1,656.00
Subtotal Survey Expenses				\$5,192.00

NON-SALARY EXPENSES

\$0.00

Subtotal Non-Salary Expenses				\$0.00
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TOTAL PROPOSAL COST				\$38,161.00
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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/17/2026		SUBMITTED BY: PUBLIC WORKS/STREET DEPT	
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:

CROW LAWN CARE LLC

SYNOPSIS/BACKGROUND:

RECOMMENDING AUTHORIZATION FOR CROW LAWN CARE TO CONTINUE WITH CONTRACTED RIGHT-OF-WAY MOWING AS OUTLINED IN CONTRACT DOCUMENTS APPROVED 03/04/2025.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: RIGHT-OF-WAY MOWING CONTRACT; 1 YR WITH OPTIONAL YRS 2 AND 3

CONTRACT EFFECTIVE DATE: 03/04/2025 CONTRACT TERM: FY 25 - FY 27 CONTRACT END DATE: FY 27

PROJECT NAME: 2025-2027 ROW MOWING

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

CIP PROJECT NAME: BPW-250111 CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 6038 - ROW/PARK MOWING

RECOMMENDATION:

APPROVAL FOR CROW LAWN CARE TO CONTINUE WITH CONTRACTUAL MOWING WORK, OPTION YR 2 OF 3, 2026.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4th day of March, 2025 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Crow Lawn Care, LCC** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

City of Bellevue

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

With a copy to:

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

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: [Signature]
City Clerk

BY: [Signature]
Mayor

ATTEST:

BY: [Signature]

TITLE: Owner

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

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

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

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

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

Company: Crow Lawn Care LLC

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

Contact person: Sam Crow Telephone: 402 312 8567

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

Signed: (sign manually, in ink) 

Name Printed: Sam Crow

Title: Owner

Date: 2/10/2025

Equipment List:

John Deere tractor and 15' batwing mower

3 72" ztrs

1 Ventrac tractor with 72" and 96" mower

Trimmers

References

Werner Trucking - Zach Howell 402-660-3178

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

Fairview HOA Casey Haflett 402-305-1636

NOTICE OF AWARD

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

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

2025 ROW Mowing

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

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: City of Bellevue
By (signature): [Handwritten Signature]
Name (printed): RUSHY WILK
Title: Mayor

Copy: Engineer

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

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

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

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

Contact person: Sam Crow Telephone: 402 312 8567

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

Signed: (sign manually, in ink) 

Name Printed: Sam Crow

Title: Owner

Date: 2/10/2025

Equipment List:

John Deere tractor and 15' batwing mower

3 72" ztrs

1 Ventrac tractor with 72" and 96" mower

Trimmers

References

Werner Trucking - Zach Howell 402-660-3178

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

Fairview HOA Casey Haflett 402-305-1636

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/17/2026		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:

AGREEMENT WITH CROW LAWN CARE LLC FOR FY 2026 PARKS MOWING (24 MOWINGS) AS CONTINUED FROM FY25-27.

SYNOPSIS/BACKGROUND:

RECOMMENDING AUTHORIZATION FOR CROW LAWN CARE TO CONTINUE WITH CONTRACTED PARKS MOWING AS OUTLINED IN CONTRACT DOCUMENTS APPROVED 03/04/2025 AND CONTINUE THROUGH 10/2027.

FISCAL IMPACT: \$33,510.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: PARKS MOWING CONTRACT; 1 YR WITH OPTIONAL YRS 2 AND 3

CONTRACT EFFECTIVE DATE: 03/04/2025 CONTRACT TERM: FY 25 - FY 27 CONTRACT END DATE: FY 27

PROJECT NAME: 2025 - 2027 PARKS MOWING

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

CIP PROJECT NAME: BPW-250112 CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 11 ACCOUNT NUMBER: 6034 CONTRACTUAL SERVICES

RECOMMENDATION:

APPROVAL FOR CROW LAWN CARE TO CONTINUE WITH CONTRACTUAL MOWING WORK, OPTION YR 2 OF 2, 2026. CONTRACT FY25-27.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Timothy J. Goehring
[Signature]
[Signature]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4th day of March, 2025 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Crow Lawn Care, LCC** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
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- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.
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writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

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

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

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

If to City:

City of Bellevue

Attn: _____

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

With a copy to:

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

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

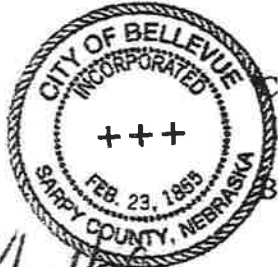
bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification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

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

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

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

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



CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: [Signature]
City Clerk

BY: [Signature]
Mayor

ATTEST:

BY: [Signature]

TITLE: Owner

NOTICE OF AWARD

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

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

2025 – 2027 Parks Mowing

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

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

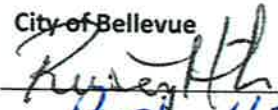
Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: City of Bellevue
By (signature): 
Name (printed): Rusty Hike
Title: Mayor
Copy: Engineer

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/17/2026		SUBMITTED BY: PUBLIC WORKS/STREET DEPT	
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:
SEEKING AUTHORIZATION TO PURCHASE A 624P WHEEL LOADER

SYNOPSIS/BACKGROUND:
PURCHASE OF A FRONT-END LOADER FROM MURPHY TRACTOR AND TRADE A 2014 624K FRONT-END LOADER, SOURCEWELL CONTRACT #011723-JDC

FISCAL IMPACT: \$230,515.00 BUDGETED FUNDS? Y GRANT/MATCHING FUNDS?

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: SOURCEWELL CONTRACT #011723-JDC

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: OPERATIONS AND EQUIPMENT CIP PROJECT NUMBER: CIP ST26(09)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
APPROVAL TO TRADE CURRENT EQUIPMENT AND PURCHASE LOADER AND ATTACHMENTS AS OUTLINED IN PROPOSAL

ATTACHMENTS:

1. CITY OF BELLEVUE 624P DETAILED PROPOSAL QUOTE 1497282 (25)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Feb 17, 2026, City Council Agenda – John Deere Loader
Date: Feb 10, 2026

Murphy Tractor provided a quote to purchase a replacement for our 2014 624K loader, based on Sourcewell current contract pricing for a current model year, 624P Deere loader. The old unit will be traded in on the purchase to Murphy, as outlined in the documents attached for Council. I would like to seek council approval to purchase this equipment. This purchase is intended to replace ST 27, the 2014 624K loader mentioned above. The purchase is in line with replacement criteria set forth by the Fleet Maintenance Department and is within the allocated budgetary line item for this fiscal year.

Prepared For

BOBBY RIGGS
CITY OF BELLEVUE
1912 HANCOCK ST
BELLEVUE, NE 680053427
(402) 293-3126
BOBBY.RIGGS@BELLEVUE.NET

Prepared By

Chad Spencer
Murphy Tractor & Equipment
9751 S 148th Street
Omaha, NE 68138
(531) 301-7375
cspencer@murphytractor.com

Quote Id 1497282

Creation Date 14-Jan-2026

Expiration Date 31-Mar-2026



Prepared For

BOBBY RIGGS
CITY OF BELLEVUE
1912 HANCOCK ST
BELLEVUE, NE 680053427
(402) 293-3126
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Quote Id 1497282

Creation Date 14-Jan-2026

Expiration Date 31-Mar-2026

Customer Notes

Sourcewell Contract# 011723-JDC
Customer ID# 1276

Included in pricing:

Included in machine pricing are as follows. Labor to remove wiring and controls from trade-in wheel loader to new wheel loader. Labor to remove the ACS hooks from customer owned RPM Tech snowblower and weld on the new JRB 416 blanks. This will need to be done at the Murphy Tractor Omaha branch to ensure proper fitment. Transportation of customer owned snowblower to and from customer location also included in pricing. Lastly two additional hook blanks are included for customer to add to Henderson snow plows.

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
624 P-Tier Wheel Loader	\$293,765.00	1	\$293,765.00
Extended Warranty			
624 P, Comprehensive, 1000 Total Hours or 36 Total Months, 200 Deductible Date Quoted : 14-Jan-2026			
Equipment Total			\$293,765.00
Trade In Summary			Extended
2014 John Deere 624K			\$60,750.00
Payoff			\$0.00
Final Trade Allowance			\$60,750.00
ACS JD 624K Forks			\$500.00
Payoff			\$0.00
Final Trade Allowance			\$500.00
Henke Road Warrior			\$2,000.00
Payoff			\$0.00

Salesperson : X _____

Accepted By : X _____

Final Trade Allowance	\$2,000.00
Total For Trades	\$63,250.00
Total Payoff	\$0.00
Trade In Total	\$63,250.00
<hr/>	
Quote Summary	
Total Selling Price	\$293,765.00
Total Trade-In Allowance	(\$63,250.00)
Trade Difference	\$230,515.00
Total Taxable Equipment Fees	\$0.00
Sub-total	\$230,515.00
*Total Non-Taxable Equipment Fees	\$0.00
Rental Applied	\$0.00
Total Trade-In Pay-Off	\$0.00
Total Amount Due	\$230,515.00
Down Payment	\$0.00
Balance Due	\$230,515.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1497282
Customer CITY OF BELLEVUE

624 P-Tier Wheel Loader	QTY In Group : 1
Hours ---	Selling Price
Serial Number ---	\$293,765.00
Stock Number ---	
PUK Parent Serial #	

Equipment Summary

Description	Qty
624 P-Tier Wheel Loader	1
Base / Options	
Description	Qty
Standard Loader	1
High Lift Z-BAR	1
	Adds 14.2 inches (360 mm) height to bucket hinge pin, fully raised over standard linkage. Rated tipping load and lift capacity will be lower than unit equipped with the standard boom.
Level 3 Trim	1
	Includes: - Flat Black Exhaust - 145 Amp Alternator - 15 Amp Converter - LED Work and Drive Lights - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Ride Control
Level 3 Performance	1
	This Package is recommended for machines that will be used on hard packed and well maintained surfaces doing load and carry or stockpiling Package includes: - Locking Front Differential - Standard Rear Differential - Manual Diff Lock - Throttle Lock - Less Wheel Spin Control - 5-Speed Powershift Transmission with Lock-up Torque Converter
Rear Camera (Primary Display)	1
	Rear camera with display integrated into monitor
Premium Package Radio	1
Left Side Steps	1

JDLink™	1
Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG).	
JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.	
Level 2 Fleet Health	1
Includes: Auto Active Warm Up, Auto Daily Fluid Checks, Fluid Loss Monitoring, Battery Health Monitoring, Mobile Alerts	
Coming Soon: Remote Start & System Checks, Remote Systems Warm Up, Fleet Level Checks	
8 IN (203mm) Touchscreen Display	1
John Deere 6.8L - FT4/SV	1
John Deere Powertech PVS 6.8L Meets FT4/EU Stage V Emissions	
Standard Hitch w/ Pin & Rear Counterweight	1
Joystick Controls	1
Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).	
Three Function Hydraulics	1
Controls boom, bucket, and adds an auxiliary function (w/ boom lines).	
Michelin XHA2 - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1
Standard Front Fenders	1
Includes: - Standard width front fenders	
Hydraulic Coupler - JRB 416 Pattern	1
3.50 YD (2.70 CM) Enhanced Performance	1
Bucket includes curved side cutters, integrated center section spill guard, and weld on skid shoes.	
Teeth with Segments	1
96 Inch (2438mm) Wide Fork Frame	1
72 Inch (1829mm) Construction Tines	1
Heated And Powered Exterior Mirrors	1
Cold Weather Package	1
This Package is recommended for machines that will spend extended periods of time working in colder environments	
Package includes: - Block Heater - Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F))	
* Selection of this package will also require the machine to be equipped with Heated and Powered Exterior Mirrors	
Debris Package	1

This Package is recommended for machines working in dusty or high debris applications.

Package includes:

- Automatic Reversing Hydraulic Fan
- Cab Fresh Air Precleaner
- Engine Air Intake System with Centrifugal Precleaner

Guards - Bottom	1
Maintenance and Service Package	1

Package includes:

- Engine Compartment Light
- Environmental Drain

Auxiliary Equipment Package	1
-----------------------------	---

Package includes:

- Beacon Lights (Amber, installed on the top corners of the cab)
- Seat Belt Indicator Beacon Light (Green)
- Fire Extinguisher
- Slow Moving Vehicle Emblem
- License Plate Bracket

Total Base / Options

Dealer Attachments

Description	Qty
8-0' FIXED JIB BOOM- JRB 416 QC, JD 624P	1
416 Blanks	3

Total Dealer Attachments

Value Added Services

Description	Qty
Extended Warranty	1

Total Value Added Services

Selling Price Subtotal

Total Selling Price

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

**16h.
2/17/2026**

COUNCIL MEETING DATE: February 17, 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 260114 - Wolf Creek Dr Corridor Traffic Study

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig (FHU) will provide engineering services for the proposed Wolf Creek Dr Corridor Study in the amount of \$29,500.00. The study aims to assess traffic conditions within the corridor bounded by Gregg Rd to Wolf Creek Dr and 21st to 25th St with the goal of improving transportation efficiency, safety and sustainability. Key objectives include reducing congestion and improving traffic flow.

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: 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 FHU in the amount of \$29,500.00

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 over the signature lines]

February 6, 2026

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: Wolf Creek Drive Traffic Study Proposal

Dear Mr. Goedeken:

This proposal describes the scope of services necessary to complete a traffic study for a new roadway connection, Wolf Creek Drive, located in Bellevue, NE. The new alignment will be located south of Cornhusker Road and connect 21st Street to 25th Street. The project study area is shown in **Figure 1**. The information used to prepare this proposal is based on a discussion with the City of Bellevue.

The study will evaluate the impact of the proposed Wolf Creek Drive connection on the study Zarea's roadways and intersections. Studies such as the *Cornhusker Road Corridor Study, December 2025* will be reviewed and help inform the results of this study.

Figure 1. Project Study Area



To assess traffic operations within the study area, the following locations will be the primary focus of evaluation:

- ▶ Gregg Road & 21st Street
- ▶ Gregg Road & 23rd Street
- ▶ Gregg Road & 25th Street
- ▶ Cornhusker Road & 21st Street
- ▶ Cornhusker Road & 23rd Street
- ▶ Cornhusker Road & 25th Street
- ▶ Wolf Creek Drive & 21st Street
- ▶ Wolf Creek Drive & 23rd Street – future intersection
- ▶ Wolf Creek Drive & 25th Street – future intersection
- ▶ 21st Street & Pratt Avenue

The study will evaluate the AM and PM weekday and Saturday (SAT) weekend peak hours for the following scenarios:

- ▶ Existing (2026)
- ▶ Build Year (2028)
- ▶ Future Year (2050)

Scope of Work

Task 1 – Meetings & Project Management

As part of this effort, Felsburg Holt & Ullevig (FHU) will attend up to two (2) meetings with the City of Bellevue. These meetings may be virtual. This task includes preparing monthly progress reports with invoices and other project management related tasks.

Task 2 – Data Compilation

Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings. Existing weekday counts from the *Cornhusker Road Corridor Study, December 2025* study will be utilized. Five (5) 8-hour weekday count and eight (8) 12-hour weekend turning movement counts (TMCs) will be conducted by FHU at the following intersections:

- ▶ Gregg Road & 21st Street – Weekday and Saturday
- ▶ Gregg Road & 23rd Street – Weekday and Saturday
- ▶ Gregg Road & 25th Street – Weekday and Saturday
- ▶ Cornhusker Road & 21st Street – Saturday
- ▶ Cornhusker Road & 23rd Street – Weekday and Saturday
- ▶ Cornhusker Road & 25th Street – Saturday
- ▶ Wolf Creek Drive & 21st Street – Weekday and Saturday
- ▶ 21st Street & Pratt Avenue – Saturday

This information will be used as the baseline condition for analysis. Should any additional count(s) be needed, it will be billed in addition to this contract at our standard count rates. Information from other developments will be reviewed to help develop background traffic volumes.

An analysis of crash history and safety was previously completed as part of the *Cornhusker Road Corridor Study, December 2025*, and as such, no additional safety review is proposed for this project.

Assumptions

- ▶ FHU will determine the weekday AM and PM and weekend SAT peak hours.
- ▶ Available completed traffic studies in the surrounding area will be provided by the City of Bellevue.

Task 3 – Existing Traffic Analysis

FHU will assess the current level of congestion in the AM and PM peak hours, measured by level of service (LOS), which is experienced at intersections within the study area boundaries.

Assumptions

- ▶ FHU will use Synchro 11.0 for analysis. HCM 6th Edition methodologies will be utilized.

Task 4 – Traffic Forecasting

This traffic study will evaluate future traffic conditions in the study area. The Metropolitan Area Planning Agency (MAPA) will provide future year 2050 traffic projections which will be used for future traffic analysis. A straight-line comparison will be used to project Build Year (2028) and Future Year (2050) background traffic volumes. The City of Bellevue's future land use plan and recent traffic studies will be utilized as well.

The *Institute of Transportation Engineers (ITE) Trip Generation*, Eleventh Edition (2021), will be utilized as a starting point to develop trip generation estimates for future development along Gregg Road, including the VUE19 apartments and the undeveloped parcel located at the northeast corner of 25th Street and Gregg Road. Trip assignment will be based on existing local travel patterns.

Land uses, number of dwelling units, and building square footages from the site plan will be provided by the city and be utilized to develop the site trip generation.

Replica data will be utilized to determine Origin-Destination percentages for the area and these percentage will be utilized to redistribute traffic to the new roadway analysis.

Assumptions

- ▶ 2050 future traffic forecasts (ADT) will be provided to FHU by MAPA.

Task 5 – Future Traffic Analysis

FHU will assess the level of congestion, measured by level of service (LOS), experienced at the study area intersections under Build Year (2028) and Future Year (2050) traffic conditions. The analysis will determine the proper traffic control and lane configuration for the study intersections. The study will also evaluate new roadway connections in the study area. The traffic analysis will include an evaluation of potential future connections between Gregg Road and Meisinger Road and their effect on traffic distribution within the study area. FHU will also review access management considerations along 25th Street at a planning level to support future access and connectivity decisions.

Analysis to include the following:

- ▶ MUTCD traffic signal warrants will be analyzed at the unsignalized intersections.
- ▶ Auxiliary turn-lane analyses will also be completed for the study area intersections. Turn lane storage lengths will be analyzed.
- ▶ A queuing analysis will be completed for the study area intersections.
- ▶ Access control guidelines will be evaluated and future roadway connections considered.
- ▶ A planning level roadway cross-section analysis will be completed for proposed Wolf Creek Avenue.

Assumptions

- ▶ Survey, conceptual design, and cost estimates for the recommended improvements are not included as part of this scope.

Task 6 – Report

A draft report will be prepared summarizing the results of this traffic study and will include graphical illustrations of the study area and analysis. FHU will identify traffic operational or roadway deficiencies in the study area and will develop recommendations for improvements.

Schedule

The following schedule is proposed for the project:

ACTIVITY	START	END
City Council Approval	February 19, 2026	—
Notice to Proceed	February 20, 2026	—
Kick-off Meeting	Week of February 23, 2026	—
Begin Data Collection & Traffic Analysis	February 25, 2026	March 11, 2026
Preliminary Progress Meeting	March 16, 2026	—
Draft Report Development	March 17, 2026	April 7, 2026
Submit Draft Report	April 8, 2026	—
City Review Period	April 9, 2026	April 23, 2026
Address Comments on Draft Report	April 27, 2026	May 12, 2026
Print and Distribute Final Report	May 15, 2026	—

We have assumed a period of two weeks for agency review of the draft report. Upon receipt of review comments from the City of Bellevue, FHU will finalize the study within two weeks. Should the City of Bellevue require additional intersections or time periods to be included in the study we will notify you immediately regarding any impact on the cost of the study or the project schedule.

Fee Estimate

FHU proposes to conduct the traffic study for a lump sum amount of **\$29,500**. A detailed workhour and fee estimate breakdown is attached.

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions, are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please call Adam Denney at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



Adam Denney, PE, PTOE
Principal



Peyton Weiss, EI
Project Manager

Attachment:

Workhour and Fee Estimate

FHU Letter Agreement Standard Provisions

O:\Marketing\Proposals\Letter Proposals\City of Bellevue\Wolf Creek Drive Traffic Study\Wolf Creek Drive Traffic Study Proposal 2026.02.06.docx

Accepted By

Title

Date

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A. Services by Consultant

Consultant agrees to perform all services hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of Client, the Basic Services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. Responsibilities of Client

Client shall provide and make available to Consultant for its 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 will remain the property of Client and will be returned upon completion of services.

Client shall make provisions for Consultant to enter upon public and private properties as required for Consultant to perform its services hereunder.

C. Extra Work

Client may desire to have Consultant perform work or render services other than those provided in the Scope of Work. This will be Extra Work. Consultant shall not proceed with Extra Work, until so authorized by Client. Payment for all work under this Agreement will 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 Client for Consultant to proceed with the Work. The original Time of Completion is as noted in the Letter Agreement.

E. Payment

Unless otherwise provided herein, Consultant shall submit monthly invoices for the Work, Extra Work 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. If any portion of, or an entire account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

F. Delays

If Consultant is delayed at any time in the progress of work by any act or neglect of Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule will be extended for a reasonable length of time, and Consultant's compensation may be subject to

Letter Agreement Standard Provisions

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renegotiation for increased costs 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 Consultant associated with this Project are instruments of service for this Project only and will remain the property of the Consultant whether the Project is completed or not. Consultant shall furnish originals or copies of such work product to Client in accordance with the services required hereunder. Reuse of any of the work product of Consultant by Client on an extension of this Project or on any other Project without the written permission of Consultant will be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by Client or by others acting through Client. Any reuse or adaptation of Consultant's work product will entitle Consultant to equitable compensation.

H. Insurance

During the services, Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; 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; and Professional Liability Insurance as detailed in Section P below. Upon request, Consultant shall provide certificates

of insurance to the Client indicating compliance with this paragraph.

I. Termination

Either Client or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. 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 Client and Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between Client's representative and Consultant's 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, executive management representatives for 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, Client and Consultant agree that all such unresolved disputes will be submitted to nonbinding mediation, then arbitration or litigation. Pending final resolution of the dispute, Consultant shall proceed diligently with the performance of Basic Services as described in Article

Letter Agreement Standard Provisions

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A, as directed by Client and Client shall continue to pay the undisputed payments due to 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 will be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. Successors and Assigns

Client and Consultant each bind 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 will be deemed to create any contractual relationship between Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor will 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. Either party hereto will have the right to change its contact address by giving the other party written notice thereof.

O. Accuracy of Services

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 Consultant, an error or omission is discovered within a reasonable time, Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided Consultant is given a reasonable opportunity to make remedial recommendations and to correct the work itself.

In providing opinions of probable construction cost, Client understands that 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 Consultant's qualifications and experience. Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. Indemnification and Limitation of Liability

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, or cost (including any reasonable

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

attorney's fees) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom Consultant is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by Client's negligent acts, errors, or omissions and those contractors, subcontractors or consultants or anyone for whom Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, Client agrees to limit Consultant's professional liability for Client's damages to the sum of \$500,000. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Q. Compensation

The total compensation payable to Consultant under this Agreement, including fees, expenses, and miscellaneous expenditures, is as stated in the signed Letter Proposal or Letter Agreement for the Project and will not increase over the term of this Agreement for any reason without prior written approval of Client. However, the applicable standard billing rates under this Agreement may be adjusted by Consultant on an annual basis at the end of each calendar year.

R. Compliance With Laws – Accessibility

Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations required as applicable to the services hereunder. Only as stipulated in the scope of services, Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), Section 508 of the Rehabilitation Act of 1973, and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, as they apply to the Project, and only as stipulated in the scope of services. Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project, and Consultant shall, accordingly, not have any liability to the Client in connection with same.

S. Artificial Intelligence

Client understands and agrees that artificial intelligence (AI) may be used on the project. The parties agree that any AI-generated output produced under this Agreement shall be owned by the Consultant and may be used for the purposes outlined herein.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
2/17/2026

COUNCIL MEETING DATE: February 17, 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:

Senior Center roof replaced

SYNOPSIS/BACKGROUND:

The senior center has extensive leaks from the rain and snow and needs replaced. KenBrooke roofing was the lower bid.

FISCAL IMPACT: \$89,774.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: KenBrooke Roofing Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Bellevue Senior Center roof replacement

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: 10-13-6314

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with KenBrooke Roofing Inc. to replace the roof on the senior center.

ATTACHMENTS:

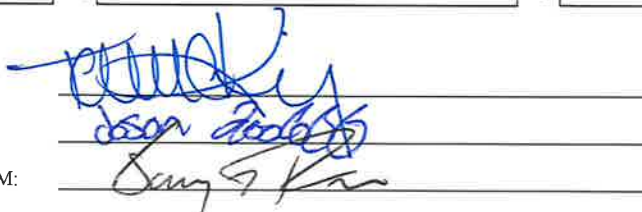
- KenBrook Roofing quote
- H&S Contracting, Inc
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



January 19, 2026

Bellevue Senior Community Center
109 W 22nd Ave
Bellevue, NE 68005

RE: Roof Replacement

Provide all labor, materials, tools, equipment, and services necessary to complete the work as specified herein and in accordance with the manufacturer's most current published specifications and details.

1. Remove and dispose of the existing roof system down to the metal roof deck.
2. Remove and dispose of the parapet wall flashings, penetration flashings, drain flashings, scupper flashing, and related terminations.
3. Remove and dispose of the gutter, downspouts, metal fascia, and metal coping.
4. There is approximately 92' linear feet of concrete coping cap on top of the parapet walls on the upper roof that is deteriorating and allowing water to enter the building.
 - Remove and dispose of the concrete coping cap and install 2" x 10" treated wood blocking in its place.
5. Furnish and install two layers of 2" polyisocyanurate insulation board, total thickness of 4".
6. Furnish and install tapered polyisocyanurate insulation crickets, 1/2" per 1' slope, on the lower roof.
7. Furnish and install 60 mil TPO membrane roofing system, including parapet wall flashings, penetration flashings, scupper flashings, and drain flashings.
8. Furnish and install prefinished 24-gauge metal fascia with continuous cleat metal.
9. Furnish and install TPO coated metal through wall scupper and prefinished 24-gauge metal beauty face plate.
10. Furnish and install 250 linear feet of walkway protection pads in the same areas as existing.
11. Provide roof system manufacturer's 20-year warranty.

Total Cost of This Work: \$89,774.00

KenBrooke Roofing Inc.
4505 South 139th Street
Omaha, NE 68137
Phone: 402-618-0394
Fax:
Email: scott@kenbrookeroofing.com

KenBrooke Roofing

Any A/C, electrical, or plumbing work required allowing proper installation of the new roofing system will be an additional cost to below price. KenBrooke Roofing is not responsible for fasteners penetrating conduit or piping below roof deck.

All material is guaranteed to be as specified. All work to be completed in accordance with the manufacturer's most current published specifications and details. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Our workers are fully covered by Workman's Compensation Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless otherwise noted.

Nothing in any maintenance guarantee issued or promised in connection with this work shall render this company liable in any respect for any damage to the subject building or contents thereof.

Any guarantee promised in connection with this work will be issued in our standard form subject to all the provisions herein, the same as incorporated therein.

Prices quoted include sales taxes or other fees unless otherwise quoted.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Representative of KenBrooke Roofing Inc.

Acceptance of this proposal constitutes a binding contract under the laws of the state of Nebraska. Signing authorizes KenBrooke Roofing to perform the work specified. Payments will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

H & S Contracting Inc.

ROOFING DIVISION

PROPOSAL

Bellevue Sr. Community Center 109 W 22nd Ave Bellevue, NE 68005

Furnish all materials, labor, supplies, tools, and equipment necessary to perform the work on the above mentioned project as follows:

Duro-Last Roof System. 60 Mil

- Remove existing roof system to the deck; all Flashings, Metal and Guttering.
- Install 2 layers of 2 inch of Polyiso with Crickets towards Drains on lower Front.
- Install 60 mil Duro-Last Membrane including all Stacks, Curbs and Parapet Walls: Including- Retro Fit Drain Boots, CDR Rings and Dome Strainers.
- Install new 2 piece Compression Metal Edging 24-Gauge and wood-nailer throughout the top of all Parapet walls, Replacing any rotted on the lower roof area. We will build out the inside of parapet wall so that the it is the same width as the top cap piece.
- Install 42- 60"x 30" Walk Pads.
- Install 66 lft of new 6 inch Box Gutter with 2 – 4"x 5" Downspouts. 24- Gauge
- Comes with a Full 20 year NDL for Consequential Damages , Material & Labor Warranty, Direct from the Manufacture.

COST - \$91,000.00

Recommended ADD ONS-

Install ½ inch HD POLYISO Board to create a Class 4 IR Rated Roof .

ADD- \$10,000.00

Recommended SUBTRACTIONS-

Re-use Guttering and to clean and re-caulk Seams (-\$4,000.00)

15 year NDL Warranty (-1,000.00)

We carry at all times: \$500,000.00 Workman's Comp Insurance with a \$1,000,000.00 General Liability, \$2,000,000.00 Aggregate, \$1,000,000.00 Umbrella/ Excess Policy, and a \$1,000,000.00 Auto Liability. License # 20820 with the State of NE. Bonded and Licensed with the City of Bellevue, the city of Omaha, The state of Nebraska, the city of Council Bluffs and The State of Iowa. All available upon request.

Any A/C or electrical work needed to be done to allow proper installation of new roofing system will be the owner's responsibility. Any Rotted or Saturated - insulation, wood, and siding will be on a time and material basis. Proper ventilation is required for all warranties. Any deteriorated block/brick/mortar needed for proper flashing will be owner's responsibility. Satellite Dishes May need to be Reset by Provider.

Acceptance of Proposal – 50% Deposit may be required at time of material delivery. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____

**H & S Contracting, Inc. 1903 Military Avenue, Omaha, NE 68111,
Phone: 402-554-9994 Fax: 402-554-5809 E-Mail: hscont@yahoo.com**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
2/17/2026

COUNCIL MEETING DATE: February 17, 2026		SUBMITTED BY: Dave 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:

240603 CIP26 PW(5) Entertainment District Improvements- CA

SYNOPSIS/BACKGROUND:

The City of Bellevue and HDR Engineering, Inc. entered into an Engineering Services Agreement on February 12, 2021 for evaluation of wastewater infrastructure to support future development areas to include the Entertainment District. Amendment No. 4 is for construction phase services in the amount of \$396,100.00. The amended services include project management and coordination, resident project representative, material testing, and utility coordination.

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: 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 authorize the Mayor to approve and sign Amendment No. 4 to HDR Engineering for the Entertainment District Improvements-Construction Administration not to exceed \$396,100.00.

ATTACHMENTS:

1. <input type="text" value="Amendment No. 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: _____

AMENDMENT NO. FOUR TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
SARPY COUNTY WASTEWATER CONNECTION EVALUATION

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on February 12, 2021 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 \$396,100.00 to \$746,150.00.

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 (02/04/2026 10:19:33 CST)

By: _____

Title: Senior Vice President

Title: Mayor

Date: 02/04/2026

Date: _____

EXHIBIT A
AMENDMENT NO. FOUR
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue is proceeding with the construction of the interceptor sanitary sewer collection system that will serve the proposed Prairie Hills Development located on the northeast corner of US Highways 34 and 75 and the entertainment district located on the northwest corner of US Highway 34 and 75. The improvements consist of a gravity sewer collection system, lift station, and force main. The force main will connect to the Sarpy County and City Wastewater Agency (SCCWWA) force main collection system located adjacent to La Platte Road.

Amendment No. Four scope of work provides for the construction phase services.

TASK SERIES 300 – PROJECT MANAGEMENT – CONSTRUCTION PHASE

Objective: Project management and coordination.

HDR Activities

110 – Project Management

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Schedule monitoring and update for Project development.
- Internal coordination meetings.
- Overall quality control review.

TASK SERIES 700 – CONSTRUCTION PHASE SERVICES

TASK SERIES 710 – CONSTRUCTION MANAGEMENT

Objective: Provide management activities related to construction.

HDR Activities

711 – External Meetings

- Conduct preconstruction conference. Take and distribute meeting notes.
- Monthly construction meetings held on site. Take and distribute meeting notes. Assume 10 monthly meetings.

712 – Construction Administration

- Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives as necessary.

- Negotiate and prepare change orders for execution.
- Review shop drawing submittals. Reviewed shop drawings will be provided to the OWNER and CONTRACTOR.
- Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Review pay applications provided by contractor and make recommendations to the OWNER for payment.
- Prepare record drawings based on Contractor provided marked up documents.
- Conduct final inspection of completed project and provide punch-list to CONTRACTOR.
- Upon completion of the project, certify in writing to the OWNER that the project has been completed in compliance with the plans and specifications and the contract documents.
- Assemble operation and maintenance (O&M) manuals and provide to the OWNER.

TASK SERIES 720 – RESIDENT PROJECT REPRESENTATIVE SERVICES

Objective: Provide resident project representative services. The fee is based on full time observation for four months and part time observation for four months.

HDR Activities: **721 – Resident Services**

- Maintain project diary and record of working days, hours worked, personnel on site, visitors to site, construction activities, and equipment used.
- Review erosion control inspection reports and coordinate with contractor to confirm completion of required maintenance.
- Attend on site progress review meetings.
- Review pay requests prepared by CONTRACTOR.
- Record requests for interpretation of plans and specifications by the CONTRACTOR, relay requests to ENGINEER, and provide clarifications as determined by the ENGINEER to CONTRACTOR.
- Review completeness of record drawings maintained by Contractor during construction progress.
- Provide notification to the ENGINEER, who will in turn notify the OWNER, of work not performed in accordance with the plans and specifications.
- Observe the Contractor’s progress towards completion of Project.
- Verify materials delivered are in accordance with approved shop drawings.

- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Review and coordinate testing results with ENGINEER.
- Develop punch list of remaining work.
- Verify completion of the punch list.
- Review contractor provided record drawings for completeness.

722 – Materials Testing

- See attached letter proposal from Terracon.

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. Participation in the preconstruction conference, monthly meetings, on site meetings as requested, and final inspection.
2. Utility connections for the lift station.
3. Pay application review and payment.
4. Review and execution of change orders and work change directives.
5. Timely review of submitted questions.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed
Construction

February 23, 2026
March 2026 – December 2026

EXHIBIT C
 CITY OF BELLEVUE - INTERCEPTOR SEWER AMENDMENT NO. FOUR
 Estimated Man-hours and Fee Summary
 February 2, 2026

ESTIMATED MANHOURS SUMMARY												
TASK SERIES	PM KOEING	CONTROLLER DEVNEY	RPR HOSKEY	CIVIL ENGINEER SCHMOEKER	PROCESS ENGINEER JACK	STRUCTURAL CADD KEYES	CADD HARVEY	ELECTRICAL OC HOWELL	ELECTRICAL ENGINEER EDWARDS	STRUCTURAL ENGINEER THOMPSON	ADMIN NIETZEL	TOTAL
Task 100 - Project Management	40	16	0	0	0	0	0	0	0	0	0	56
110 Project Management	40	16	0	0	0	0	0	0	0	0	0	56
Subtotal Task 100	40	16	0	0	0	0	0	0	0	0	0	56
Task 710 Construction Management	150	0	0	360	32	20	60	40	40	48	40	790
710 Construction Management	150	0	0	360	32	20	60	40	40	48	40	790
Subtotal Task 200	150	0	0	360	32	20	60	40	40	48	40	790
Task 720 RPR			1200									1200
720 RPR			1200									1200
Subtotal Task 300	0	0	1200	0	0	0	0	0	0	0	0	1200
TOTAL	190	16	1200	360	32	20	60	40	40	48	40	2046

DIRECT COSTS							
Task Series	Travel Expenses	Cost	Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 - Project Management	Mileage	\$0.00					\$0.00
Task 110 Project Management							
Task 710 Construction Management							
Task 710 Construction Management	800	\$560.00		\$56.00			\$616.00
Task 720 RPR							
Task 720 RPR	4,000	\$2,800.00					\$2,800.00
		\$3,360.00	\$0.00	\$56.00	\$0.00	\$0.00	\$3,416.00

FEE SUMMARY						
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total	
Task 100 - Project Management						
110 Project Management	56	\$14,664.38	\$0.00			\$14,664.38
Task 710 Construction Management						
710 Construction Management	790	\$182,942.16	\$616.00	\$2,000.00		\$185,558.16
Task 720 RPR						
720 RPR	1200	\$175,536.00	\$2,800.00	\$17,541.00		\$195,877.00
	TOTAL	2046	\$373,142.54	\$3,416.00	\$19,541.00	\$396,099.54

TOTAL:

\$ 396,100



15080 A Circle
Omaha, NE 68144
P (402) 330-2202
Terracon.com

January 30, 2026

HDR Engineering Inc
1917 S 67th Street
Omaha, NE 68106

Attn: Mr. Chris Koenig, P.E.
P: 402.676.9815
E: chris.koenig@hdrinc.com

RE: Proposal for Materials Testing Services
City of Bellevue Interceptor Sewer and SCCWWA Connection at Structure C
1014 La Platte Road
Bellevue, Nebraska
Terracon Proposal No. P05261028

Mr. Koenig:

Terracon greatly appreciates the opportunity to be of continued service to you on your project in addition to the geotechnical services we have provided (Terracon Project No. 05255171). Our team is dedicated to elevating the client experience by being responsive, resourceful, and reliable. We will exceed your expectations for quality, service, solutions, and speed of delivery.

The attached proposal provides detailed information on our project understanding, scope of services, project delivery, and compensation.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions regarding this proposal or would like to review.

Sincerely,

Terracon

Kenneth C. Morong, M.S.I.
Senior Project Manager

Phil Schiele, P.G.
Principal

Copies to: Addressee (pdf)

Attachments: Rate Schedule
Fee Estimate

Explore with us

Project Information

Item	Description
Information Provided	<ul style="list-style-type: none">Project Plans and Specifications dated January 21, 2026Geotechnical report dated December 15, 2025<ul style="list-style-type: none">Terracon project no. 05255171
Project Description	<ul style="list-style-type: none">Construction of various wet wells, vault boxes, and sanitary sewer lines
Site Grading	<ul style="list-style-type: none">Minimal cut/fill for utility trench backfill

Scope Of Services

Field and Laboratory Services

Based on our review of the referenced documents, we understand the scope of the on-call services includes:

Scope	Services
Earthwork	Observations and compaction testing: <ul style="list-style-type: none">Utility trench backfill
Laboratory Soil Testing	<ul style="list-style-type: none">Standard ProctorsAtterberg limits
Portland Cement Concrete	Field and laboratory testing: <ul style="list-style-type: none">Casting of 4 cylinders and testing temperature, slump, and air content every 50 cy for structural poursLaboratory testing<ul style="list-style-type: none">Compressive strength of concrete
Project Management	<ul style="list-style-type: none">Supervision of laboratory and field servicesPreparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please notify us at once so we can reevaluate the scope of services and make necessary adjustments. We will confirm your request by sending you a short supplement form that states the additional services, making them part of the original agreement.

Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the Client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a *minimum* of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to our coordinating staff at the following phone number: (402) 384-7000. Services should not be scheduled through our field personnel.

We recommend our scope of services be provided to the person(s) responsible for scheduling our services.

Safety

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective.

During the performance of our services, if our employee encounters a situation they feel is or could be unsafe, they will communicate our concern to the site superintendent. Our employees have the authority to refuse to enter an unsafe area or situation. If the situation is not remedied, our Project Manager will contact the superintendent and the client if necessary, for further discussion.

Compensation

Fees for services provided will be based on the attached **Rate Schedule**. These rates will apply for the duration of the project.

Based on the scope of services presented in this proposal, and our review of the referenced documents, our estimated fee is \$17,541. A breakdown of our fee is provided in the attached **Fee Estimate**. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area. ***We will only invoice for the services provided, i.e. Terracon will not invoice for the total budget if the total booked is less than the budget.***

Proposal for Materials Testing Services

City of Bellevue Interceptor Sewer and SCCWWA Connection at Structure C | Bellevue, Nebraska
January 30, 2026 | Terracon Proposal No. P05261028



Please note this is only a budget estimate; not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with cancelled services, deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated fee (unless otherwise noted).

Authorization

Our services will be performed under the terms and conditions of a negotiated and executed Amendment to the existing Geotech Subconsultant Agreement executed June 26, 2024. The Amendment will be developed by HDR.

Rate Schedule

Materials Services

City of Bellevue Interceptor Sewer and SCCWWA Connection at Structure C
Terracon Proposal No. P05261028

DESCRIPTION	RATE	UNITS
Personnel		
Field Technician	\$88.00	hour
Dispatcher	\$80.00	hour
Project Coordinator	\$115.00	hour
Billing Coordinator	\$120.00	hour
Project Manager	\$145.00	hour
Senior Project Manager	\$175.00	hour
Project Engineer	\$165.00	hour
Senior Engineer/Principal	\$210.00	hour
Senior Principal	\$285.00	hour
Laboratory Testing		
Standard Proctor, soil	\$220.00	each
Atterberg Limits	\$135.00	each
Compressive Strength of Concrete	\$24.00	each
Trip Charge (includes travel time, mileage & vehicle)		
Technician	\$140.00	trip
Project Manager	\$195.00	trip
Compressive Strength Sample Pickup	\$165.00	trip

Overtime is defined as hours in excess of 8 per day, outside of the normal hours of 7AM to 5PM Monday through Friday, and hours worked on Saturdays, Sundays, and holidays. Overtime rate will be 1.5 times the hourly rate quoted; 2.0 times for Sundays and Holidays).

A 1-hour minimum charge per task is applicable to all site visits. The representative's travel time, vehicle, and mileage are combined into a Trip Charge. You will be invoiced for services actually performed as authorized or requested by you or your designated representative.

Fee Estimate

Materials Services

**City of Bellevue Interceptor Sewer and SCCWWA Connection at Structure C
Terracon Proposal No. P05261028**

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Earthwork Observation and Testing				\$ 9,120.00
Field Technician	\$ 88.00	40.00	hours	\$ 3,520.00
Trip Charge (Technician)	\$ 140.00	40.00	trips	\$ 5,600.00
Laboratory Soil Testing				\$ 2,130.00
Standard Proctor, Soil	\$ 220.00	6.00	tests	\$ 1,320.00
Atterberg Limits	\$ 135.00	6.00	tests	\$ 810.00
Portland Cement Concrete Testing				\$ 2,736.00
Field Technician	\$ 88.00	7.50	hours	\$ 660.00
Compressive Strength of Concrete	\$ 24.00	24.00	tests	\$ 576.00
Trip Charge (Technician)	\$ 140.00	6.00	trips	\$ 840.00
Compressive Strength Sample Pickup	\$ 165.00	4.00	trips	\$ 660.00
Project Management				\$ 3,555.00
Dispatcher	\$ 80.00	10.00	hours	\$ 800.00
Project Coordinator	\$ 115.00	5.00	hours	\$ 575.00
Billing Coordinator	\$ 120.00	3.00	hours	\$ 360.00
Senior Project Manager	\$ 175.00	8.00	hours	\$ 1,400.00
Senior Engineer/Principal	\$ 210.00	2.00	hours	\$ 420.00
Total				\$ 17,541.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 17, 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 260203 US75 & 34 Traffic Signal Design & Construction Administration

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig (FHU) will provide engineering services for the design through construction phase for the permanent traffic signal improvements at the interchange of US HWY 75 and HWY 34 in the amount of \$32,300.00.

FISCAL IMPACT: Yes BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 260203 US75 & 34 Traffic Signal Design & CA

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260203 US75 & 34 Traffic Signal Design & CA

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

CIP PROJECT NAME: Entertainment District CIP PROJECT NUMBER: PW26 (5)

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

ACCOUNTING DISTRIBUTION CODE: 7050 ACCOUNT NUMBER: 10-10-7050

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU for US75 & 34 Design and Construction Administration for the Traffic Signal Design in the amount of \$32,500.00

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:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over horizontal lines]

February 6, 2026

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: US-75 & US-34 Interchange Traffic Signal Design Assistance Proposal

Dear Mr. Goedeken:

Thank you for the opportunity to submit this proposal to prepare signal and communications design plans for the ramp terminal intersections at the US-34 with US-75 interchange in Bellevue, NE. As part of the *Fort Crook Road & Fairview Road Planning Study* and the *US-75/US-34 Interchange Study*, Felsburg Holt & Ullevig (FHU) evaluated Manual of Uniform Traffic Control Devices (MUTCD) traffic signal warrants at the intersection and determined that traffic volumes are sufficient to recommend the installation of traffic signals. It was recommended that temporary span wire signals be installed since a future interchange reconfiguration to a diverging diamond interchange is planned. This letter proposal summarizes our understanding of the scope of services, project schedule, and includes an estimated fee for preparation of the plans and bid documents.

Scope of Work

Task 1 – Traffic Signal and Communication Design

Task 1.1 Data Gathering

RW Engineering will provide FHU with a survey for the US-75/US-34 interchange ramp terminals. FHU will visit the project site to conduct additional field measurements, investigate infrastructure, and gather information on existing traffic control devices including signals, signs, and pavement markings.

Task 1.2 Preliminary & Final Traffic Signal Design

FHU will complete the preliminary and final design for the proposed temporary traffic signals at the US-75/US-34 interchange ramp terminals. Traffic signal design plans will adhere to City of Omaha standards and the MUTCD. The traffic signal poles shall be designed to the 2013 AASHTO “Specification for the Design and Construction of Structural Supports for Highway Signs, Luminaires, and Traffic Signals.” Non-intrusive detection, such as video or radar, will be utilized for vehicle detection, and APS pedestrian push-buttons will comply with ADA standards, if needed. Existing signal infrastructure such as conduits and pull boxes may be in place.

FHU will coordinate with the project on the development of preliminary and final traffic signal design sheets. FHU will incorporate traffic signal design layouts into CAD and prepare sheets (1"=20').

Sheets to include the following:

- ▶ Traffic signal construction
 - ▶ Communications/interconnect
 - ▶ Vehicle detection
-

The initial preliminary layout sheets (PDF) are to be provided to the City and NDOT for review. FHU will consult with City and NDOT staff to determine communication and detection needs. Two (2) rounds of review comments from the City and NDOT will be incorporated after their review of the initial preliminary traffic signal layout sheets.

Assumptions

- ▶ RW Engineering will provide survey data and base design sheet files.
- ▶ City of Omaha standards and specifications will be utilized.

Deliverables

- ▶ Traffic Signal Design Plan Sheets.

Task 1.3 Cost Estimate

FHU will prepare cost estimates for items related to the traffic signal improvements for this project. FHU will prepare quantities and opinion of probable construction cost estimates to be included with each plan submittal (preliminary and final).

Assumptions

- ▶ FHU will utilize City of Omaha standard language for specs and apply to the project.

Deliverables

- ▶ Cost Estimates for inclusion in Bid Package.

Task 1.4 Communications Design

Due to closely spaced signals, FHU will design a communications system to provide a connection between the two ramp terminals. Wireless communication may be utilized. FHU will coordinate all communication design activities with the City to determine feasibility and type.

Communication design layouts will be completed in CAD and sheets to include the following:

- ▶ Communication systems, including design of fiber optic cable and/or conduits for future fiber optics, or wireless radio communication. GPS units may also be utilized.

Assumptions

- ▶ Communication network devices, specifications, and project approved material lists will be provided, if available.

Deliverables

- ▶ Communication Design Plan Sheets, if needed (incorporated into preliminary and final design plan sets).
- ▶ Final Specifications and Cost Estimates for Bid Package.

Task 1.5 Signal Timings & Clearances

FHU will prepare signal timings for the signalized intersections based on current traffic volumes. This will include new clearance calculations and updated pedestrian timings (if needed). No new traffic counts are anticipated as part of this task. City of Omaha signal timing standards will be followed.

Deliverables

- ▶ Signal Timing Plans & Clearance Calculations.

Task 2 – Construction Phase Services

Task 2.1 Bid Documents

FHU will assist the City with preparation of bid-ready contract documents related to the traffic signal and communication improvements. This will include final plan sheets, technical specifications, quantities, and the opinion of probable construction cost for incorporation into the City's bid package. FHU will also respond to bidder questions related to the signal design during the bidding period. The City will bid the project.

Deliverables

- ▶ Final Bid Documents for inclusion in the overall project bid package.
- ▶ Bid analysis and letter of recommendation.

Task 2.2 Shop Drawing/Contractor Questions

FHU will review contractor shop drawings and product submittals related to traffic signal equipment, detection systems, and communication components to confirm general conformance with the approved design plans. NDOT will also review and approve drawings. FHU will also be available to respond to contractor RFIs and construction-related questions regarding signal design elements throughout construction.

Assumptions

- ▶ One (1) round of shop drawing review is anticipated. Additional reviews or RFIs may be provided at FHU's standard hourly rates.

Task 2.3 Signal Turn-on/Site Visit

FHU staff will be available for the signal turn-ons to ensure the traffic signal system is implemented in accordance with the design plans and City standards. This task includes a site visit during initial activation to observe operations, confirm equipment functionality, and assist the City with addressing any signal timing or clearance issues identified during start-up.

Assumptions

- ▶ FHU will not be completing construction management (CM) for the project. If the City desires a separate CM firm, one should be consulted during construction.
- ▶ Construction staking for the project will not be included as part of this scope of services.

Task 3 – Meetings, Coordination & QA/QC

Task 3.1 Project Management

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 City and NDOT, and maintain project records.

Task 3.2 Meetings & Coordination

FHU will attend two (2) meetings with officials representing the City and the design team. This will include a kick-off meeting and one coordination/progress meeting. Additional meetings or presentations can be provided at FHU's standard hourly rates. This task also includes coordination with RW Engineering, NDOT, and other project stakeholders.

Task 3.3 NDOT ROW Permit

FHU will prepare a NDOT ROW permit for the project.

Task 3.4 QA/QC

This task includes independent quality assurance and quality control reviews performed at key milestones throughout the design process, including prior to each official submittal. Reviews will verify conformance with applicable standards, design criteria, and project requirements. The FHU Total Quality Management Plan will be followed.

Schedule

The following schedule is proposed for the project:

ACTIVITY	START	END
City Council Approval	February 19, 2026	
Notice to Proceed	February 20, 2026	
Kick-off Meeting	Week of February 23, 2026	
Survey	February 23, 2026	March 20, 2026
Preliminary Design (plans, OPC, and specs)	March 23, 2026	May 1, 2026
City/NDOT Review Period	May 4, 2026	May 15, 2026
Final Design (plans, OPC, specs, bid docs)	May 18, 2026	May 29, 2026
City/NDOT Review Period	June 1, 2026	June 12, 2026
Finalize Plans and Bid Documents	June 15, 2026	June 26, 2026
Bid and Let Project	June 29, 2026	July 24, 2026
Begin Construction	Summer 2026	Fall 2026

We have assumed a period of two weeks for agency review of the preliminary and final plans. Upon receipt of review comments from the City of Bellevue and/or NDOT, FHU will address comments within two weeks.

Fee Estimate

FHU proposes to conduct the signal and communications design for a lump sum amount of **\$32,300**. A detailed workhour and fee estimate breakdown is attached. Additional services requested beyond the scope of this proposal would be at your direction and billed at FHU's 2026 Standard Hourly Rates.

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions, are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please call Adam Denney at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



Adam Denney, PE, PTOE
Principal

Accepted By

Title

Date

Attachment:

Workhour and Fee Estimate

RW Survey Proposal

FHU Letter Agreement Standard Provisions



R.W. Engineering & Surveying, Inc.

7525 N. 101st Street

Omaha, NE 68122

RWmidwest.com

402.573.2205

02/05/2026

Adam Denney
Felsburg Holt & Ullevig
14606 Branch Street, Suite 400
Omaha, NE, 68154

Phone : (402) 445-4405

RE: Professional Services Proposal
US-75_US-34 Temporary Signal Survey

PROPOSAL

R.W. Engineering & Surveying, Inc. (herein referred to as "Consultant") is pleased to submit our proposal for professional services to Felsburg Holt & Ullevig (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.

PROPOSAL – RW Project No. 4195	
<p><u>Topographic Survey</u> Survey limits are defined by the purple shaded areas on Exhibit A.</p> <p>Topography shall be tied to Douglas/Sarpy LDP for the horizontal datum and NAVD88 vertical datum.</p> <p>Topography shall be affixed to two (2) stable control points and shall be shown on the survey.</p> <p>Topography shall have a one-foot contour interval.</p> <p>Denote all site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc.</p> <p>Spot elevations shall be collected where abrupt changes in grade occur, where grades are extremely flat, at all corners of pavement and structures, at the top and bottom of all sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.</p> <p>Survey will include tree-line limits, locations of individual tree(s) larger than 9 inches in diameter if tree(s) are not part of a grouping of trees and individual tree(s) smaller than 9 inches if intentionally planted for landscape purposes.</p> <p>Show sizes, materials, rim and inverts of below ground utilities with utility identification by method of observed evidence together with evidence from plans obtained from as-builts, utility companies, and field markings by utility companies (Nebraska 811).</p> <p>All manhole information will be observed from the surface. Measurements will be taken via a twenty-five-foot (25') leveling rod or laser distance meter. No confined space entry will be performed.</p> <p>Process field data, incorporate bathymetric survey data and prepare a topographic survey drawing.</p> <p>Topographic survey shall be provided in Bentley OpenRoads format.</p> <p><u>Assumptions / Exclusions:</u> RW will be limited to the utilities that can be located by observable evidence, provided as-built plans and Nebraska 811 field locations.</p> <p>R.O.W. or easement research/establishment is not included in this scope.</p>	<p>\$2,990.00</p>
TOTAL LUMP SUM	\$ 2,990.00

EXTRA WORK, as authorized, will be provided on a time and material basis at our schedule of hourly rates that are current at the time of the request and billed to the CLIENT.

Invoices will be submitted monthly, and all invoices are net 10 days. This proposal is valid if accepted within thirty (30) days of the date of this proposal.

If you need further information, or if we need to modify our proposal to better meet your needs, please contact me at your convenience.

Respectfully Submitted,



Cory Gross P.L.S.

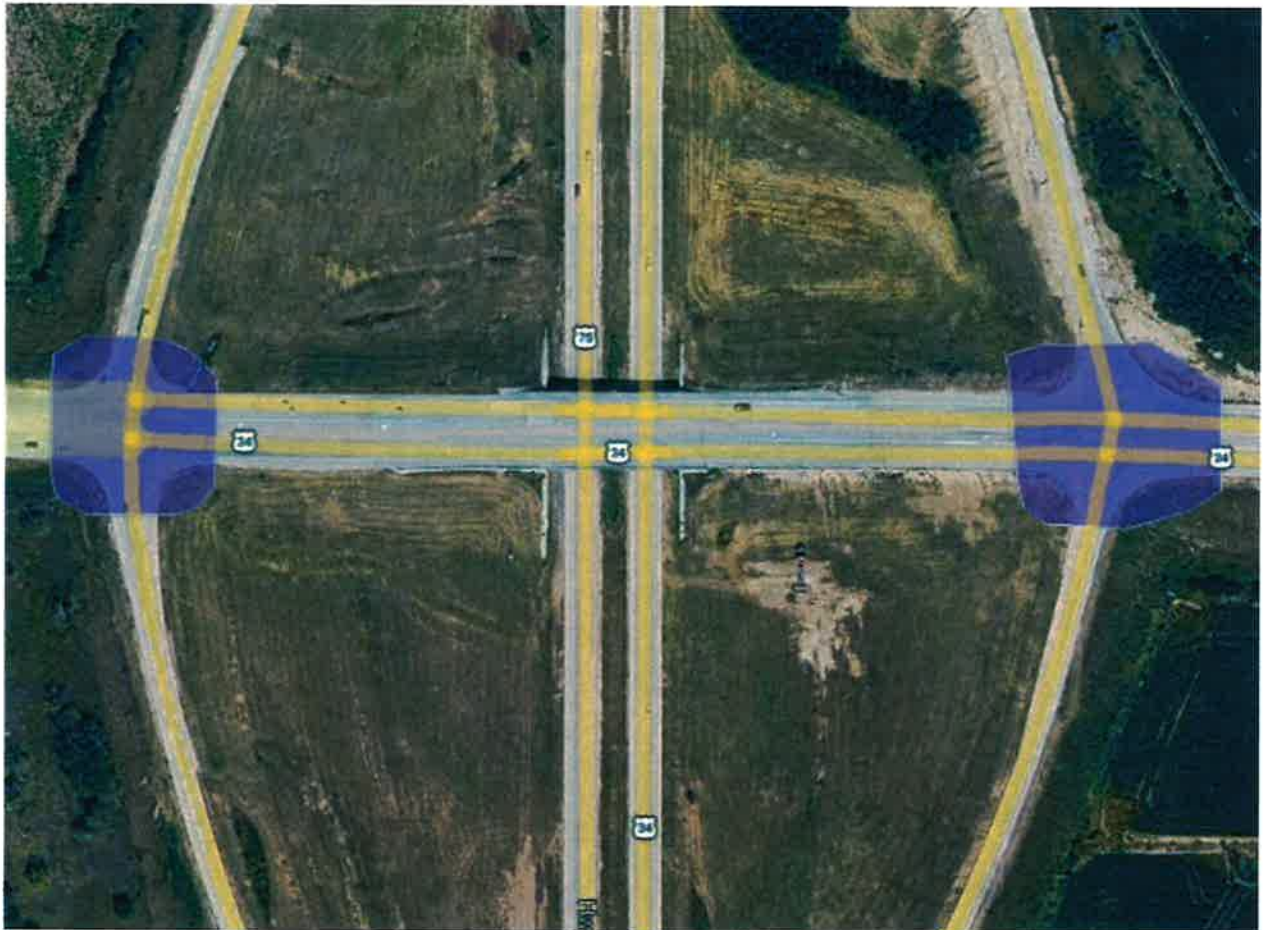
Vice President

R.W. Engineering & Surveying, Inc.

Mobile: (402) 708-0269

Email: cory@rwmidwest.com

EXHIBIT A



SALES ORDER FORM

Project Name: US-75 US-34 Temporary Signal Survey
RW Project No.: 4195
Client: Felsburg Holt & Ullevig
Client Contact: Adam Denney
Client Address: 14606 Branch St, Suite 400, Omaha, NE, 68154
Client Phone: (402) 445-4405

I/we have received your proposal for professional services dated: 02/05/2026

I/we hereby accept your proposal for the lump sum amount \$ 2,990.00

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**

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A. Services by Consultant

Consultant agrees to perform all services hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of Client, the Basic Services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. Responsibilities of Client

Client shall provide and make available to Consultant for its 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 will remain the property of Client and will be returned upon completion of services.

Client shall make provisions for Consultant to enter upon public and private properties as required for Consultant to perform its services hereunder.

C. Extra Work

Client may desire to have Consultant perform work or render services other than those provided in the Scope of Work. This will be Extra Work. Consultant shall not proceed with Extra Work, until so authorized by Client. Payment for all work under this Agreement will 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 Client for Consultant to proceed with the Work. The original Time of Completion is as noted in the Letter Agreement.

E. Payment

Unless otherwise provided herein, Consultant shall submit monthly invoices for the Work, Extra Work 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. If any portion of, or an entire account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

F. Delays

If Consultant is delayed at any time in the progress of work by any act or neglect of Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule will be extended for a reasonable length of time, and Consultant's compensation may be subject to

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

renegotiation for increased costs 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 Consultant associated with this Project are instruments of service for this Project only and will remain the property of the Consultant whether the Project is completed or not. Consultant shall furnish originals or copies of such work product to Client in accordance with the services required hereunder. Reuse of any of the work product of Consultant by Client on an extension of this Project or on any other Project without the written permission of Consultant will be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by Client or by others acting through Client. Any reuse or adaptation of Consultant's work product will entitle Consultant to equitable compensation.

H. Insurance

During the services, Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; 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; and Professional Liability Insurance as detailed in Section P below. Upon request, Consultant shall provide certificates

of insurance to the Client indicating compliance with this paragraph.

I. Termination

Either Client or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. 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 Client and Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between Client's representative and Consultant's 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, executive management representatives for 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, Client and Consultant agree that all such unresolved disputes will be submitted to nonbinding mediation, then arbitration or litigation. Pending final resolution of the dispute, Consultant shall proceed diligently with the performance of Basic Services as described in Article

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A, as directed by Client and Client shall continue to pay the undisputed payments due to 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 will be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. Successors and Assigns

Client and Consultant each bind 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 will be deemed to create any contractual relationship between Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor will 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. Either party hereto will have the right to change its contact address by giving the other party written notice thereof.

O. Accuracy of Services

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 Consultant, an error or omission is discovered within a reasonable time, Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided Consultant is given a reasonable opportunity to make remedial recommendations and to correct the work itself.

In providing opinions of probable construction cost, Client understands that 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 Consultant's qualifications and experience. Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. Indemnification and Limitation of Liability

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, or cost (including any reasonable

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

attorney's fees) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom Consultant is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by Client's negligent acts, errors, or omissions and those contractors, subcontractors or consultants or anyone for whom Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, Client agrees to limit Consultant's professional liability for Client's damages to the sum of \$500,000. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Q. Compensation

The total compensation payable to Consultant under this Agreement, including fees, expenses, and miscellaneous expenditures, is as stated in the signed Letter Proposal or Letter Agreement for the Project and will not increase over the term of this Agreement for any reason without prior written approval of Client. However, the applicable standard billing rates under this Agreement may be adjusted by Consultant on an annual basis at the end of each calendar year.

R. Compliance With Laws – Accessibility

Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations required as applicable to the services hereunder. Only as stipulated in the scope of services, Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), Section 508 of the Rehabilitation Act of 1973, and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, as they apply to the Project, and only as stipulated in the scope of services. Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project, and Consultant shall, accordingly, not have any liability to the Client in connection with same.

S. Artificial Intelligence

Client understands and agrees that artificial intelligence (AI) may be used on the project. The parties agree that any AI-generated output produced under this Agreement shall be owned by the Consultant and may be used for the purposes outlined herein.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 2026		SUBMITTED BY: Dave 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:

Closing of Project: BPW 250109 FI25(4) & (5) BFD Outbuilding & Parking Lot Improvements

SYNOPSIS/BACKGROUND:

On May 6, 2025 The Honorable Mayor and City Council approved FI25 (4) & (5) BFD Outbuilding & Parking Lot Improvements with an original estimated cost of \$809,000.00. The final cost of the project is \$819,921.24, which includes an approved Change Order No. 1 in the amount of \$10,961.24.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Dean Snyder Construction INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 250109 FI25(4) & (5) BFD Outbuilding & Parking Lot Improvements

CONTRACT EFFECTIVE DATE: 5/6/2025 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BFD Outbuilding & Parking Lot Improvements

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

CIP PROJECT NAME: BFD Outbuilding & Parking Lot Improvements CIP PROJECT NUMBER: FI25(4) & (5)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER: 10-21-7030

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the Final - Application and Certificate of Payment for Dean Snyder Construction Co, Inc for BFD Outbuilding & Parking Lot Improvements in the amount of \$81,996.12.

ATTACHMENTS:

1. Final Payment	2. Certificate of Acceptance	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: _____



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
City of Bellevue
1510 Wall ST
Bellevue, NE 68005

FROM CONTRACTOR:
Dean Snyder Construction Co.
913 North 14th Street
Clear Lake, IA50428

Received
02/04/2026
Public Works

DOCUMENT SUMMARY SHEET

PROJECT: Application #: 20253190005
BFD Utility Building PO#:

PERIOD TO: 01/27/2026
VIA ARCHITECT/ENGINEER: PROJECT NO: 2025-319
CONTRACT DATE: 07/01/2025

Contract for: New PEMB structure with concrete parking lot

BPW 250109
P2025-2208

BILLING CONTACT: Jill Farr at jfarr@deansnyder.com
Distribution to: Owner

Architect
Contractor
Field
Other

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet is attached

- 1. Original Contract Sum \$809,000.00
2. Net change by change orders \$10,961.24
3. Contract Sum to date (Line 1 + 2) \$819,961.24
4. Total completed and stored to date (Column G of detail sheet) \$819,961.24
5. Retainage
a. 0.00% of completed work (Column D and E on G703) \$81,996.12
Total retainage (Lines 5a + 5b or total of Column I of G703) \$81,996.12
6. Total earned less retainage (Line 4 less Line 5 Total) \$737,965.12
7. Less previous certificates for payment (Line 6 from prior certificate) \$737,965.12
8. Current payment due \$81,996.12
9. Balance to finish \$0.00

Table with 3 columns: Change Order Summary, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months, Total approved this month, Totals, and Net change by change order.

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract documents. All amounts have been paid by the contractor for work for which previous Certificates of Payment were issued and payments received from the contractor, and that current payment shown herein is now due.

CONTRACTOR: Dean Snyder Construction Co.
By: [Signature] Date: 1/27/20
State of: Iowa
County of: Cerro Gordo
Subscribed and sworn to before me this 27 day of January
Notary Public: [Signature] AMY M. JENSEN Commission Number 815415
My commission expires: Feb 1928 My Commission Expires Feb 1928

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$81,996.12
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Constitution Sheet that are changed to confirm the amount certified.)

By: [Signature] Date: 2/2/26

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

COPY
APPROVED by Public Works Signature:
OK TO PAY Date:

APPLICATION FOR PAYMENT

Application #: 20253190005
 Application Date: 01/27/2026
 Period to: 01/27/2026
 Architect's Project #: BFD Utility Building

A Item #	B Description of work	C Scheduled value	D Work Completed		F Materials presently stored	G Total completed and stored (D+E+F)	G.1 % (G/C)	H Balance to finish (C-G)	I Retainage
			From previous application (D+E)	This period					
0101	General Conditions	98,124.22	98,124.22	0.00	0.00	98,124.22	100.00%	0.00	0.00
0200	Demolition	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	0.00
0300	Concrete	126,181.30	126,181.30	0.00	0.00	126,181.30	100.00%	0.00	0.00
0600	Carpentry	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	0.00
0700	Thermal & Moisture Protection	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
0800	Doors & Hardware	59,707.20	59,707.20	0.00	0.00	59,707.20	100.00%	0.00	0.00
0900	Finishes	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00%	0.00	0.00
1000	Specialties	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
1300	Specialty Construction/PEMB	290,000.00	290,000.00	0.00	0.00	290,000.00	100.00%	0.00	0.00
2200	Plumbing	33,513.52	33,513.52	0.00	0.00	33,513.52	100.00%	0.00	0.00
2300	HVAC	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	0.00
2600	Electrical	43,935.00	43,935.00	0.00	0.00	43,935.00	100.00%	0.00	0.00
3100	Earthwork	74,000.00	74,000.00	0.00	0.00	74,000.00	100.00%	0.00	0.00
	Total	819,961.24	819,961.24	0.00	0.00	819,961.24	100.00%	0.00	0.00

TRANSMITTAL

GP Architecture, LLC

1708 Childs Road East
Bellevue, NE 68005
Tel: (402) 934-7749
Email: gp-arch@cox.net

DATE: February 2, 2026

TO: MR. JOHN KRAGER
CITY OF BELLEVUE PUBLIC WORKS DEPT.
1500 WALL STREET
BELLEVUE, NE 68005

FROM: RALPH GLADBACH

RE: BELLEVUE FIRE DEPARTMENT
NEW UTILITY BUILDING PROJECT

John,

Please find attached for your review and processing a copy of the Applications for Payment #5 as received from Dean Snyder Construction Co. in the total amount of \$81,996.12 for the work completed to date for the new Bellevue Fire Department Utility Building and Parking Lot Improvement project. Please note that this is for the final payment on the project and is for the release of Retainage being held on the project. I would recommend that this pay request be processed at the next applicable Bellevue City Council meeting.

Please review this information and feel free to contact me if you should have any questions.

Sincerely,



Ralph E. Gladbach, AIA, CSI
Architect



We Influence The World!

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

Project Name: BFD Outbuilding and Parking Lot Improvements
Project Location: 3100 SP Benson Dr
BPW Project No. 250109
Contractor: Dean Snyder Construction Co, Inc
Final Completion Date: 1/27/2026
Bid Amount: \$809,000.00
Total Completion Cost: \$819,921.24

CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike
Chairperson and Members of City Council
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as BFD Outbuilding and Parking Lot Improvements has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

David Goedeken, PE
Public works Director

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/17/2026		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:

JEO Consulting Group and Toole Design propose a Scope of Services plan for the Public Works Department, Amendment No. 1

SYNOPSIS/BACKGROUND:

City of Bellevue Public Works Department is developing a plan that establishes a clear framework for operational excellence, succession planning, and future visioning. the plan will serve as a practical tool to guide daily operations, enable decision making and ensure the department adapt to emerging needs and priorities and best practices, Amendment No. 1.

FISCAL IMPACT: \$16,100.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Strategic Plan Consulting for Public Works Department

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPPW26(01)

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

ACCOUNTING DISTRIBUTION CODE: 7050 ACCOUNT NUMBER: 10-10-7050

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement for Strategic Plan Consulting for Public Works Department for Amendment No. 1 with JEO Consulting in the amount of \$16,100.00.

ATTACHMENTS:

1. Amendment No. 1 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



AMENDMENT #1

Public Engagement Support for City of Bellevue Public Works Projects

JEO Project No. 242536.00

February 2026

BACKGROUND AND PURPOSE

The City of Bellevue continues to advance complex public projects that require clear, transparent, and effective communication with residents, stakeholders, and decision-makers. Based on recent project experience and evolving community engagement needs, the City has identified an opportunity to strengthen its public engagement practices and communication approaches related to public meetings, digital platforms, and overall project messaging.

This Amendment supplements the existing Professional Services Agreement by authorizing JEO Consulting Group, Inc. ("JEO") to provide advisory and limited implementation support focused on community engagement best practices, public meeting effectiveness, and strategic communications. The intent of these services is to support consistent, intentional, and proactive engagement that builds public understanding, manages expectations, and supports informed participation across current and future City initiatives.

AMENDMENT #1 SCOPE OF WORK:

The following services shall be added to the Agreement as **Community Engagement & Strategic Communications Support**.

Task 1 – Community Engagement Assessment and Framework

JEO will work with City staff to assess current public engagement practices and identify opportunities to strengthen consistency, clarity, and effectiveness.

Services may include:

- Review of recent public engagement efforts and communication approaches
- Identification of engagement goals, decision points, and stakeholder expectations
- Development of a flexible Community Engagement Framework to guide future outreach and engagement efforts

Deliverables:

- Community Engagement Framework document
- Summary memorandum outlining observations and recommended best practices

Task 2 – Public Meeting and Engagement Best Practices Support

JEO will provide guidance and tools to support effective, well-structured public meetings and engagement activities.

Services may include:

- Best-practice recommendations for public meeting planning, facilitation, and materials
- Guidance on expectation-setting, messaging clarity, and public input collection
- Development of templates, checklists, or example materials for future use

Deliverables:

- Public meeting best practices guidance document
- Meeting planning tools or templates, as applicable

Task 3 – Strategic Communications and Digital Engagement Support

JEO will assist the City in strengthening public-facing communications to support transparency and public understanding.

Services may include:

- Review and recommendations related to City website content supporting public projects
- Guidance on use of digital tools and social media for public awareness and engagement
- Guidance on how the City’s website can be used to support public meetings, ongoing project communication, and public input opportunities
- Limited development of example content or messaging frameworks to support City-led communications

Deliverables:

- Website content and engagement best-practice guidance, as applicable, including status of projects and upcoming project work and links to relevant Public Works documents (i.e. Annual Report)
- Sample content, messaging guidance, or templates, as applicable

PROJECT SCHEDULE

The project schedule will remain unchanged and continue until fall 2026.

UPDATED FEE

An additional \$16,100 would be added to the current \$99,850 fee. A breakdown of the fee per additional tasks mentioned in this amendment is below:

Project Tasks	Total Fee
1 Community Engagement Assessment and Framework	\$3,350.00
2 Public Meeting and Engagement Best Practices Support	\$6,925.00
3 Strategic Communications and Digital Engagement Support	\$5,825.00
Total	\$16,100.00

SCOPE OF SERVICES AND FEE ESTIMATE FOR ADDITIONAL SERVICES OUTSIDE AMENDMENT

A scope of services and fee estimate for additional services outside of this agreement and any future phases will be provided at such time as the scope of services can be further refined.

City of Bellevue:

JEO Consulting Group, Inc:

Dave Goedecken, City of Bellevue Public Works


Alyssa Vaughan, JEO Consulting Group

Date: _____

Date: 2/10/26

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 17, 2026		SUBMITTED BY: David Goedeken, PE - 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:

CIPWW26(6) BPW 240603 - Interceptor Sewer and SCCWWA Connection at Structure C

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 4- bids for the Interceptor Sewer and SCCWWA Connection at Structure C on February 11, 2026 ranging from \$5,083,492.36 to \$8,072,867.82. This project is the construction of the sanitary sewer and lift station that will serves the Water Park and Prairie Hills development. After review of the bids received, the low, responsive, and responsible bidder is Valley Corporation with the Total Base Bid amount of \$5,083,492.36. The Engineers Opinion of Probable Construction Costs is \$6,036,100.00. Therefore, we request the City Council approve and authorize the Mayor to approve the Notice of Award and authorize the execution of the Agreement with Valley Corp.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CIP25-WW25(2) and BPW 230307 Bluff Street Lift Station Replacement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPWW26(05) BPW 240603 - Interceptor Sewer and SCCWWA Connection at Structure C

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

CIP PROJECT NAME: SCCWA SB-11 Basin Build out (Ent Dist) CIP PROJECT NUMBER: WW26(05)

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

ACCOUNTING DISTRIBUTION CODE: 7000 ACCOUNT NUMBER: 10-15-7000

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Notice of Award and authorize the execution of the agreement between the City of Bellevue and Valley Corp. in the amount of \$5,083,492.36.

ATTACHMENTS:

- | | | |
|--|-----------------------------|-----------------------------|
| 1. Letter of Engineer's Recommendation | 2. Bid Tab | 3. Agreement |
| 4. Notice of Award | 5. <input type="checkbox"/> | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



February 11, 2026

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

Subject: Interceptor Sewer and SCCWWA Connection at Structure C
Bellevue, Nebraska
City Project No. BPW-240603
Bid Recommendation

Dear Mr. Krager,

Bids for the construction of the above referenced project were received on February 11, 2026. Four bids were received. The bids ranged from a low of \$5,083,492.36 to a high of \$8,072,867.82. The low bid of \$5,083,492.36 was submitted by Valley Corp. which was below the engineer's estimate of \$6,036,100.

Enclosed are the following for your consideration.

- Bid Summary
- Bid Tabulation including bid extensions and corrections to bid extensions and bid totals
- Bid Analysis

We recommend award of the contract to Valley Corp. in the amount of \$5,083,492.36.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,
HDR Engineering Inc.

Scott K Schmoker, P.E.
Senior Project Engineer

Attachments



NOTICE OF AWARD

Date of Issuance: February 17, 2026
Owner: City of Bellevue, Nebraska Owner's Project No.: BPW-240603
Engineer: HDR Engineering Inc. Engineer's Project No.: 10288941
Project: Interceptor Sewer and SCCWWA Connection at Structure C
Contractor: Valley Corporation
Contractors's Address: 28001 Ida Circle, PO Box 589, Valley, Nebraska 68064

You are notified that Owner has accepted your Bid dated February 11, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Interceptor Sewer and SCCWWA Connection at Structure C

The Contract Price of the awarded Contract is **\$5,083,492.36**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award.

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

1. Deliver to Owner two (2) counterparts of the Agreement, signed by as Contractor.
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.

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

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

Owner: City of Bellevue, Nebraska

By (signature): _____

Name (printed): _____

Title: _____

Copy: Public Works Director
Engineer

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: INTERCEPTOR SEWER AND SCCWWA CONNECTION AT STRUCTURE C
PLACE: 1510 Wall St, Training Conference Room
DATE: February 11, 2026
TIME: 10:00AM

ENGINEERS' ESTIMATE: \$6,036,100.00

CONTRACTORS	TOTAL BASE BID	BID BOND	ADDENDUMS
Becker Trenching	\$5,710,588.50*	X	1, 2, 3
Heimes Corp	\$8,072,867.82*	X	1, 2, 3
Judds Bros. Construction	\$5,194,215.00	X	1, 2, 3
Valley Corp.	\$5,083,492.36	X	1, 2, 3

***Total Base Bid Amounts Corrected due to errors in Contractor's bid calculations**

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Bellevue Department of Public Works (“Owner”) and **Valley Corporation** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: construction of approximately 5,800 LF of sanitary sewer including 8-Inch, 10-Inch, 12-Inch, 15-Inch, and 18-Inch diameter sanitary sewer; construction of a wastewater lift station, construction of approximately 44 LF of 12-Inch diameter force main; and associated manhole structures and appurtenances as well as other Work required in accordance with the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Interceptor Sewer and SCCWWA Connection at Structure C.

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by HDR.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

A. The Work will be substantially completed by November 30, 2026, as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by December 31, 2026.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,200.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

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

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. 90 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney) to be provided by Contractor with executed Agreements.
 - b. Payment bond (together with power of attorney) to be provided by Contractor with executed Agreements.
 - 3. General Conditions, (not attached but incorporated by reference) as listed in the Table of Contents of the Project Manual.
 - 4. Supplementary Conditions (not attached but incorporated by reference) as listed in the Table of Contents of the Project Manual.
 - 5. Specifications (not attached but incorporated by reference) as listed in the attached Table of Contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of 53 sheets with each sheet bearing the following general title: Interceptor Sewer and SCCWWA Connection at Structure C as listed in the attached Index of Sheets.
 - 7. Addenda Nos. 1 through 3 inclusive (not attached but incorporated by reference)
 - a. Addm No. 1 dated 2.4.2026, 27 pages
 - b. Addm No. 2 dated 2.6.2026, 7 pages
 - c. Addm No. 3 dated 2.9.2026, 7 pages
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Equipment Assessment Certification – Exhibit “A”.
 - b. City of Bellevue’s Affirmative Action Equal Opportunity Policy Statement – Exhibit “B”.
 - 1) Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of

this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

- b. Contractor's Bid (pages B-1 to B-5 inclusive).
 - c. Contractor's Corporate Resolution Identifying Authorized Signer.
 - d. HOA Solutions SCADA Integration Proposal dated October 30, 2025.
9. The following which may be delivered or issued on or after the Effective Date of the Contract are not attached hereto:
- a. Notice to Proceed.
 - b. Application for Payment
 - c. Certificate of Substantial Completion.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Field Orders.
 - g. Waiver of Liens
 - h. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

City of Bellevue, Nebraska
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
1510 Wall Street
Bellevue, NE 68005

For the Designated Representative Use:
Name: David Goedeken, PE
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:
1510 Wall Street
Bellevue, NE 68005

Phone: 402.293.3025

Email: David.goedeken@bellevue.net
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Valley Construction
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jeff Grady
(typed or printed)

Title: Vice President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
28001 Ida Circle, PO Box 589
Valley, NE 68064

Designated Representative:
Name: Jeff Grady
(typed or printed)

Title: Vice President
(typed or printed)

Address:
28001 Ida Circle, PO Box 589
Valley, NE 68064

Phone: 402.359.2578

Email: jeff@valleycorp.com

License No.: 21817
(where applicable)

State: _____



HDR ENGINEERING INC.
CERTIFICATE OF AUTHORIZATION
NO. CA 0443AE
PH: 402-399-1000

City of Bellevue, NE

Interceptor Sewer and SCCWWA Connection at Structure C

SOUTH 5TH STREET AND LA PLATTE ROAD
BELLEVUE, NE 68123

Construction Documents Project Manual

Issued for Bids

01/21/2026



COORDINATING PROFESSIONAL

HDR Project No. 10288941

City Project No. BPW-240603



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HDR ENGINEERING, INC. | CA0443AE
 1917 S 87TH STREET
 OMAHA, NE 68106
 (402) 396-1000



VICINITY MAP
 1" = 100'

Contract Drawings For

CITY OF BELLEVUE INTERCEPTOR SEWER AND SCCWWA CONNECTION AT STRUCTURE C

BPW Project No.
 240603

HDR Project No.
 10288941

Bellevue, Nebraska

ISSUED FOR BID
 01.21.2026



CHRISTOPHER J. ADONI, PE
 COORDINATING PROFESSIONAL ON THE CITY OF
 BELLEVUE INTERCEPTOR SEWER PROJECT

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EXHIBIT "A"
EQUIPMENT ASSESSMENT CERTIFICATION

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

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. **BPW- 240603**, except that acquired since the assessment date, has been assessed for taxation for the current year in _____ - _____, County.

Name of Company _____

Authorized Official _____

(Print Name)

(Signature)

Title _____

Date _____

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EXHIBIT “B”

COPY OF THE CITY OF BELLEVUE’S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

BID FORMAD3
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1— OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Bellevue Public Works Department at 1510 Wall Street, Bellevue, NE 68005.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2— ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and
 - E. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments.

ARTICLE 3— BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Base Bid Work at the indicated unit prices:

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	Mobilization, Permits, Bonds and Insurance	1	LS	\$ 198,818.83	\$ 198,818.83
2.	SWPPP Maintenance Allowance	1	LS	\$ 15,000.00	\$ 15,000.00
3.	Provide Temporary Traffic Control	1	LS	\$ 7,163.54	\$ 7,163.54
4.	Clearing and Grubbing	1	LS	\$ 55,878.69	\$ 55,878.69
5.	Remove Tree	10	EA	\$ 580.15	\$ 5,801.50
6.	Install SWPPP Notification Sign	4	EA	\$ 444.20	\$ 1,776.80
7.	Install Silt Fence	5,719	LF	\$ 4.02	\$ 22,990.38
8.	Install Construction Entrance	5	EA	\$ 1,679.65	\$ 8,398.25
9.	Install Concrete Washout	4	EA	\$ 643.76	\$ 2,575.04
10.	Remove SWPPP Notification Sign	4	EA	\$ 136.48	\$ 545.92
11.	Remove Silt Fence	5,719	LF	\$ 1.19	\$ 6,805.61
12.	Remove Construction Entrance	5	EA	\$ 1,743.74	\$ 8,718.70
13.	Remove Concrete Washout	4	EA	\$ 386.26	\$ 1,545.04
14.	Remove Topsoil	21,204	SY	\$ 0.40	\$ 8,481.60
15.	Place Topsoil	21,204	SY	\$ 0.54	\$ 11,450.16
16.	Install Seeding - Type B	9,065	SY	\$ 0.36	\$ 3,263.40
17.	Install Rolled Erosion Control, Type I	9,065	SY	\$ 1.37	\$ 12,419.05

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
18.	Rip Farmed Areas to Depth of 12 - Inches	12,139	SY	\$ 0.21	\$ 2,549.19
19.	Lift Station Electrical Panels VFDs and Transfer Switch	1	LS	\$ 59,696.12	\$ 59,696.12
20.	Lift Station Wet Well, Incl. Interior Lining	1	LS	\$ 252,556.96	\$ 252,556.96
21.	Lift Station Pumps and Process Piping	1	LS	\$ 784,933.87	\$ 784,933.87
22.	Lift Station Electrical Equipment Pad	1	LS	\$ 103,671.37	\$ 103,671.37
23.	Valve Vault	1	LS	\$ 54,515.31	\$ 54,515.31
24.	Meter Vault	1	LS	\$ 55,483.17	\$ 55,483.17
25.	Transformer Pad	1	LS	\$ 8,841.91	\$ 8,841.91
26.	Electrical Site Work	1	LS	\$ 250,723.73	\$ 250,723.73
27.	Instrumentation and Controls	1	LS	\$ 462,667.49	\$ 462,667.49
28.	Connect to Existing Structure C	1	LS	\$ 891.61	\$ 891.61
29.	Construct Aggregate Base Course	180	SY	\$ 34.37	\$ 6,186.60
30.	Construct Aggregate Surface Course	180	SY	\$ 14.42	\$ 2,595.60
31.	Construct 72" Chain Link Fence	300	LF	\$ 45.37	\$ 13,611.00
32.	Construct 12 ft. Chain Link Fence Swing Gate	2	EA	\$ 2,686.32	\$ 5,372.64
33.	Construct Concrete Encasement	30	CY	\$ 705.02	\$ 21,150.60
34.	3" Crushed Rock Trench Stabilization	35	TN	\$ 61.52	\$ 2,153.20
35.	Geotextile Fabric	825	SY	\$ 3.14	\$ 2,590.50
36.	Construct 8" PVC Sanitary Sewer Pipe	4,125	LF	\$ 39.36	\$ 162,360.00
37.	Construct Aggregate Bedding for Type F3, 8" Sanitary Sewer Pipe	4,125	LF	\$ 14.63	\$ 60,348.75
38.	Construct 10" PVC Sanitary Sewer Pipe	485	LF	\$ 41.93	\$ 20,336.05
39.	Construct Aggregate Bedding for Type F3, 10" Sanitary Sewer Pipe	485	LF	\$ 15.15	\$ 7,347.75
40.	Construct 12" PVC Sanitary Sewer Pipe	209	LF	\$ 55.73	\$ 11,647.57
41.	Construct Aggregate Bedding for Type F3, 12" Sanitary Sewer Pipe	209	LF	\$ 15.62	\$ 3,264.58
42.	Construct 15" PVC Sanitary Sewer Pipe	596	LF	\$ 68.79	\$ 40,998.84
43.	Construct Aggregate Bedding for Type F3, 15" Sanitary Sewer Pipe	596	LF	\$ 20.84	\$ 12,420.64
44.	Construct 18" PVC Sanitary Sewer Pipe	517	LF	\$ 74.62	\$ 38,578.54
45.	Construct Aggregate Bedding for Type F3, 18" Sanitary Sewer Pipe	517	LF	\$ 26.04	\$ 13,462.68
46.	Bore and Jack 12" Steel Casing	1,132	LF	\$ 727.82	\$ 823,892.24
47.	Bore and Jack 18" Steel Casing	126	LF	\$ 1,017.57	\$ 128,213.82
48.	Bore and Jack 22" Steel Casing, Railroad Crossing	301	LF	\$ 802.61	\$ 241,585.61
49.	Construct 22" Steel Casing	110	LF	\$ 407.20	\$ 44,792.00
50.	Construct 12" Force Main Pipe	44	LF	\$ 104.42	\$ 4,594.48
51.	Construct 12" Force Main Bend, 45 Degrees	2	EA	\$ 3,295.30	\$ 6,590.60
52.	Construct 12" x 8" Eccentric Reducer	1	EA	\$ 2,590.52	\$ 2,590.52
53.	Construct 16" x 12" Eccentric Reducer	1	EA	\$ 3,293.96	\$ 3,293.96
54.	Construct 54" I.D. Sanitary Manhole, Incl Interior Lining	352.43	VF	\$ 2,204.62	\$ 776,974.23
55.	Construct 8" Sanitary Sewer Stubout	5	LF	\$ 190.97	\$ 954.85
56.	Install External Frame Seal	25	EA	\$ 483.56	\$ 12,089.00
57.	Construct Manhole Ring Collar	25	EA	\$ 609.64	\$ 15,241.00
58.	Perform CCTV Pipeline Inspection	5,932	LF	\$ 4.24	\$ 25,151.68
59.	Dewatering	1	LS	\$ 118,617.38	\$ 118,617.38
60.	Remove and Replace Gravel Surfacing	380	SY	\$ 19.05	\$ 7,239.00

EJCDC® C-410, Bid Form for Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
61.	Railroad Protective Liability Insurance	1	LS	\$1,300	\$1,300
62.	Railroad Utility Inspection / Railpros	5	DAY	\$1,500	\$7,500
63.	Railroad Flagger	5	DAY	\$1,200	\$6,000
64.	Place 6" Aggregate Surface Course	445	SY	\$ 28.19	\$ 12,544.55
65.	Railroad Track Settlement Monitoring	1	LS	\$ 11,738.66	\$ 11,738.66
Total of All Base Bid Unit Price Bid Items					\$ 5,083,492.36

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4— TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5— BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No. 1	February 4, 2026
No. 2	February 6, 2026
No. 3	February 9, 2026

ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

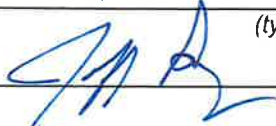
BIDDER hereby submits this Bid as set forth above:

Bidder:

Valley Corporation

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jeff Grady

(typed or printed)

Title:

Vice-President

(typed or printed)

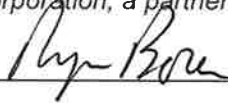
Date:

02/11/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Ryan Borer

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

02/11/2026

(typed or printed)

Bidder's Address for giving notices:

28001 Ida Circle, P.O. Box 589

Valley, NE 68064

Bidder's Contact Person:

Name:

Jeff Grady

(typed or printed)

Title:

Vice-President

(typed or printed)

Phone:

402-359-2578

Email:

jeff@valleycorp.com

Address:

28001 Ida Circle, P.O. Box 589

Valley, NE 68064

Bidder's Contractor License No.: (if applicable)

21817

Corporate Resolution Identifying Authorized Signer

Be it resolved that it is in the best interests of the Valley Corporation to enter contracts and provide bids.

In furtherance of this resolution, Jeffrey Grady the Vice-President is duly authorized to enter into and sign said contracts on behalf of the Valley Corporation. Jeffrey Grady currently holds the office of Vice-President and has held that office since April 3, 2025. The Vice-President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal governments in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Treasurer is authorized to impress the seal of the Valley Corporation on any such document, amendment, rescission, or revision.

I, Paul Hanson, the Treasurer of Valley Corporation, do hereby certify this to be a true copy of the resolution duly adopted at the Special Meeting of Directors on April 3, 2025, and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**



Treasurer



Date



Hydro Optimization and Automation Solutions

October 30th, 2025
Pricing Proposal
Interceptor Lift Station SCADA Integration
Bellevue, Nebraska

SCADA INTEGRATION PROPOSAL: INTERCEPTOR SEWER AND SCCWWA CONNECTION AT STRUCTURE C
CITY OF BELLEVUE, NEBRASKA – HDR PROJECT NO. 10288941

Hydro Optimization and Automation Solutions, Inc. (HOA Solutions) proposes to furnish the following equipment and services for the above-referenced project.

HOA SOLUTIONS SCOPE

Pump Control Panel Additions

One (1) VPN Security Appliance

- Installed by HOA Solutions into Pump Control Panel (Provided by OTHERS)
- Connection Requirements:
 - Spare 24V Power Terminals
 - Copper Incoming Internet Connection (Fiber Media Convertors, if required, by OTHERS)
 - Spare Switch or PLC Ethernet Port to allow for Interrogation of PLC from SCADA

Miscellaneous Materials, as required for complete installation of VPN Device

- Includes Ethernet Jumpers, 24V Wiring, etc.

Labor and Services

- Submittals and O&M Manuals
- Site Network Design
 - HOA Solutions to Assign IP Address scheme to integrate into Bellevue’s Wastewater Control Network
- SCADA Configuration
- Device Startup, Testing and Training
- Travel, Mileage

Items NOT Included in HOA Solutions’ Scope

- Pump Control Panel, Pump Controller, Variable Frequency Drives, and any other devices NOT specifically listed above.
- Fiber Media Convertors, Jumpers, and Accessories
- Ethernet Switches
- PLC Programming
 - HOA Solutions will require a Tag List from the site programmer to integrate into SCADA.
- Local HMI Configuration, if required
 - HOA Solutions will only Configure the City’s SCADA Computer and not any local displays.
- Installation, Startup, and Commissioning of any devices NOT provided by HOA

Price for the Above Scope of Work\$8,887.00

Sales Tax and Bonding costs are NOT included in this pricing

Hydro Optimization and Automation Solutions

If you have any questions or concerns, please do not hesitate to contact me.

Respectfully,



Ryan Darveau
Hydro Optimization and Automation Solutions, Inc.
(402) 467-3750
ryan.darveau@hoa-solutionsinc.com

Terms:

Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past invoice date.

Payment Schedule (unless otherwise specified)

25% payment required at time of purchase order.
50% payment at the time of equipment delivery.
15% payment at the time of startup/commissioning.
10% payment at the time HOA has completed punch list.

Any changes requested past 30 days of the punch list completion will be handled under warranty or as an additional work order depending on scope.

Final payment is due 30 days upon receipt of invoice after initial punch list completion as defined by HOA and owner to avoid above listed service charge.

Trips:

HOA has included a limited number of trips for installation and commissioning for this project. Proper correspondence and preparedness by all parties will be required to keep from wasting trips to the site. Additional trips by HOA due to equipment not being properly installed and wired, or the inability to perform our duties due to lack of preparation by other contractors or project leader are subject to charge. These will be charged at a rate of \$425 per trip based on the project location.

Taxes:

Sales tax IS NOT included.

Tariffs:

This proposal is based on current material costs and does not account for any additional charges or surcharges resulting from tariffs, import duties, or other government-imposed fees. Should tariffs or related costs be imposed or revised after the date of this proposal and impact the pricing of materials or equipment, HOA Solutions, Inc. reserves the right to adjust the contract price accordingly.

Hydro Optimization and Automation Solutions

Warranty:

HOA Solutions warrants for a period of one (1) year from date of the Substantial Completion that product furnished under this contract will be of merchantable quality and free from defects in material, workmanship, and design as determined at the date of shipment by HOA Solution. This determination will be made by generally recognized, applicable, and accepted practices and procedures in the industry, to include any specifications specifically agreed to in writing by HOA Solutions prior to the date of shipment. This warranty is in lieu of all other warranties, whether expressed, implied, or statutory, including implied warranties of merchantability or fitness, and hereby excludes certifications or the like for product performance, use, or design with respect to any standard, regulation, or requirement (unless and to the extent independently approved in writing at HOA Solutions). In addition, the warranty extends only to the Buyer or customer purchasing directly from HOA Solutions or an authorized HOA Solutions distributor. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the products involved, at HOA Solutions Inc's option, with HOA Solutions to determine the availability of service personnel and any absorption of associated service expenses; such warranty satisfaction available only if (a) HOA Solutions is promptly notified in writing upon discovery of an alleged defect and (b) HOA Solutions' examination of the subject product discloses to its satisfaction that defect has not been caused by misuse; neglect; improper installation; improper operation, repair, or alteration; accident; or unusual deterioration or degradation of the parts.

Please Sign Below:

Contractor Signature

Contractor Printed Name

Date

\$ _____

Approved Total

